# San Bernardino Community College District Regular Meeting of the Board of Trustees 114 S. Del Rosa Drive, San Bernardino, CA 92408 Thursday, August 13, 2009 - 4:00 p.m. - Board Room

#### 1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

#### 2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

# A. CONFERENCE WITH LABOR NEGOTIATORS Government Code 54957.6

Agency Negotiators: Renee Brunelle and Bruce Baron

CTA CSEA

Management/Supervisors

Confidentials

# B. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION

Government Code 54956.9(b) Number of Potential Cases: 2

#### C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: Located South of Rialto Avenue

North of Enterprise Drive

West of Current District Property

Agency Negotiator: Robert J. Temple

Under Negotiation: Price and Terms of Payment

# D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Government Code 54957

Title: Chancellor

#### 3. PUBLIC COMMENT ON AGENDA ITEMS

- 4. CONVENE CLOSED SESSION
- 5. RECONVENE PUBLIC MEETING
- 6. REPORT OF ACTION IN CLOSED SESSION
- 7. APPROVAL OF MINUTES July 9, 2009 (p.1)

#### 8. PUBLIC COMMENT

The San Bernardino Community College Board of Trustees welcomes public comment on issues within the jurisdiction of the District. Comments should be limited to five (5) minutes per speaker and twenty (20) minutes per topic if there is more than one speaker. At the conclusion of public comment, the Board may ask staff to review a matter or may ask that a matter be put on a future agenda. Members of the Board, however, may not discuss or take legal action on matters raised during public comment unless the matters are properly noticed for discussion and legal action. Finally, be advised that District personnel and processes are available for further communication.

#### 9. PUBLIC PRESENTATIONS

- A. Resolution for Middle College High School SBVC Assemblywoman Wilmer Armina Carter
- B. Accreditation Status Report CHC Dr. Matthew Lee, Consultant

#### 10. REPORTS

- A. Board Members
- B. Student Trustees
- C. Chancellor

#### 11. CONSENT AGENDA

The Consent Agenda is expected to be routine and non-controversial. It will be acted upon by the Board at one time without discussion. Any member of the Board, staff member or citizen may request that an item be removed from this section for discussion.

#### A. INSTRUCTIONAL/STUDENT SERVICES

#### B. HUMAN RESOURCES

- 1. Consideration of Approval of Classified Employees (p.15)
- 2. Consideration of Approval of Classified Resignations (p.17)
- 3. Consideration of Approval of Classified Contract Reduction (p.18)
- 4. Consideration of Approval of Classified Contract Increases (p.19)
- 5. Consideration of Approval of Placement of Classified Employee on the 39-Month Re-Employment List (p.21)

- 6. Consideration of Approval of Amendment of Classified Step Placement (p.22)
- 7. Consideration of Approval of Revised Classified Job Description –
  Database Administrator (p.23)
- 8. Consideration of Approval of Appointment of Classified Management Employee (p.27)
- 9. Consideration of Approval of Short-Term, Substitute and Professional Expert Employees (p.28)
- 10. Consideration of Approval of Adjunct and Substitute Academic Employees (p.38)
- 11. Consideration of Approval of Non-Instructional Pay (p.40)
- 12. Consideration of Approval of Academic Employees (p.42)
- 13. Consideration of Approval of Department Head Stipends (p.44)
- 14. Consideration of Approval of Coordinator Stipends (p.45)
- 15. Consideration of Approval of Assistant Coaches (p.46)
- 16. Consideration of Approval of Pre-Retirement Reduced Workload (p.48)
- 17. Consideration of Approval of Salary Advancement for Academic Employee (p.49)
- 18. Consideration of Approval of Temporary Academic Employee (p.51)
- 19. Consideration of Approval of Management Employee (p.52)
- 20. Consideration of Approval of Management Resignations (p.54)
- 21. Consideration of Approval of Doctoral Stipend for Management Employee (p.55)
- 22. Consideration of Approval of Reclassification of Management Position Director, Community Relations & Resource Development, SBVC to Director, Resource Development (p.56)
- 23. Consideration of Approval of Salary Adjustment for Management Employee Director, Community Relations & Resource Development, SBVC, to Director, Resource Development (p.57)
- 24. Consideration of Approval of Management Tuition Reimbursement (p.58)
- 25. Consideration of Approval of Revised Management Job
  Description Director, District Computer Center (p.59)
- 26. Consideration of Approval of Volunteers (p.63)

# C. FISCAL SERVICES

- 1. Consideration of Approval of Routine Contracts and Agreements (p.67)
- 2. Consideration of Approval of Conference Attendance (p.91)
- 3. Consideration of Approval of District/College Expenses (p.93)
- 4. Consideration of Approval of Individual Memberships (p.98)

- 5. Consideration of Approval of Surplus Property and Authorize Disposal or Private Sale (p.100)
- 6. Consideration of Approval of Facility Use Waiver PDC (p.102)
- 7. Consideration of Approval of Facility Use Waiver District Office Board Room (p.103)

### 12. ACTION AGENDA

#### A. INSTRUCTIONAL/STUDENT SERVICES

#### **B.** HUMAN RESOURCES

- 1. Consideration of Approval of Academic Resignation (p.104)
- 2. Consideration of Approval of Ratification of Tentative Agreement with CSEA (p.105)
- 3. Consideration of Approval to Adopt Resolution Elimination of Classified Services for 2009-10 Academic Year (p.107)

#### C. FISCAL SERVICES

- Consideration of Approval to Adopt Resolution California
   Department of Social Services Community Care
   Licensing (p.109)
- 2. Consideration of Approval to Approve Contract for Prepaid VISA Card Services (p.111)
- 3. Consideration of Approval of Amendment 007 to the Steinberg Architects Infrastructure Contract CHC (p.134)
- 4. Consideration of Approval of Change Order CO1 to the Fischer, Inc. Infrastructure Package 2/3/4 Contract CHC (p.139)
- Consideration of Approval of Change Order 01 to Precision Concrete Construction Contract – Learning Resource Center – CHC (p.143)
- 6. Consideration of Approval of Amendment 005 to NTD Architecture Contract SBVC (p.147)
- 7. Consideration of Approval of Amendment 006 to NTD Architecture Contract SBVC (p.172)
- 8. Consideration of Approval of Amendment 007 to NTD Architecture Contract SBVC (p.183)
- 9. Consideration of Approval of Amendment 008 to NTD Architecture Contract SBVC (p.194)
- Consideration of Approval to Award Informal Bid and Approve Contract for Various Roof Leaks Project – SBVC (p.202)
- 11. Consideration of Approval of Change Order 02 to L. D. Anderson, Inc. Infrastructure Package 2/3/4 Contract CHC (p.205)
- Consideration of Approval of Change Order CB-BP1-CO2 to Lee
   & Stires, Inc. Contract SBVC (p.209)

- 13. Consideration of Approval of Change Order MO-BC1-CA3 to Oakview Constructors, Inc. Contract SBVC (p. 213)
- 14. Consideration of Approval of Change Order MO-BC2-CO4 to Oakview Constructors, Inc. Contract SBVC (p.217)
- 15. Consideration of Approval of Change Order MO-BC1-CO6 to Oakview Constructors, Inc. Contract SBVC (p.221)
- 16. Consideration of Approval of Amendment CS-BC19-CA1 to RDM Electric Company, Inc. Contract SBVC (p.225)
- 17. Consideration of Approval of Change Order CS-BC19-CO1 to RDM Electric Company, Inc. Contract SBVC (p.229)
- 18. Consideration of Approval to Receive Funds from the Inland Valley Development Agency (p.233)
- Consideration of Approval to Increase Student Fees from \$20 per Unit to \$26 per Unit, Effective Fall, 2009 (p.238)

#### 13. INFORMATION ITEMS

- **A.** Summary of Change Orders for Measure "P" Projects (p.239)
- **B.** Budget Report (p.263)
- **C.** Summary of Purchase Order Report (p.288)
- **D.** Quarterly Investment Report (p.289)
- **E.** Potential Purchase of San Bernardino City USD Certificates of Participation (p.291)
- **F.** Applause Cards (p.293)

#### 14. STAFF REPORTS

#### A. SBVC

- 1. President
- 2. Academic Senate
- 3. Classified Senate
- 4. Associated Students

# B. CHC

- 1. President
- 2. Academic Senate
- 3. Classified Senate
- 4. Associated Students

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- C. KVCR
- D. CTA
- E. CSEA
- F. Chancellor
- 15. ADJOURN The Board of Trustees will hold its annual retreat on August 27, 2009. The next regular meeting of the Board of Trustees will be held at Crafton Hills College in the Crafton Center on Thursday, September 3, 2009 at 4:00 p.m.

The October 8 Board meeting has been rescheduled to Monday, October 5, 2009 at 4:00 p.m. and will be held at the District Office.

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT 114 S. Del Rosa Drive, San Bernardino, California 92408

# Minutes of the Regular Meeting of the Board of Trustees Thursday, July 9, 2009 - 4:00 p.m. - Assembly Room

# 1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mr. Ramos called the meeting to order at 4:04 p.m.

#### Members Present:

James C. Ramos, President
Dr. Donald L. Singer, Clerk
John M. Futch
John Longville
Dr. Charles S. Terrell, Jr.
Jess C. Vizcaino, Jr.
Jason P. Buckner, Student Trustee, SBVC (left the meeting at 8:15 p.m.)
Kaylee Hrisoulas, Student Trustee, CHC

#### Members Absent:

Carleton W. Lockwood, Jr., Vice President

# **Administrators Present**:

Dr. Noelia Vela, Chancellor Dr. Debra Daniels, SBVC President Larry Ciecalone, President, KVCR-TV-FM Bruce Baron, Vice Chancellor Fiscal Services Renee Brunelle, Vice Chancellor Human Resources

#### Administrators Absent:

Gloria M. Harrison, CHC President

#### Pledge of Allegiance

Dr. Daniels led the Pledge of Allegiance.

# 2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

CONFERENCE WITH LABOR NEGOTIATORS
 Agency Negotiators: Renee Brunelle and Bruce Baron
 CTA
 CSEA
 Management/Supervisors
 Confidentials

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code 54956.9(a)

Name of Case: Claim #1654-07-0007

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government code 54956.9(b) Number of Potential Cases: 2

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: Located South of Rialto Avenue

North of Enterprise Drive

West of Current District Property

Agency Negotiator: Robert J. Temple

Under Negotiation: Price and Terms of Payment

# 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

Denise Evans, CSEA #291 Labor Representative, expressed concerns regarding the appointment of the Human Resources Director and urged the Board to consider the union's concerns regarding the selection process and the candidate being recommended for the position.

# 4. CONVENE CLOSED SESSION

The Board convened to closed session at 4:10 p.m.

# 5. RECONVENE PUBLIC MEETING

Mr. Ramos reconvened the public meeting at 5:15 p.m.

#### 6. REPORT OF ACTION IN CLOSED SESSION

<u>Dr. Terrell moved</u>, Mr. Longville seconded, and the Board members present voted as follows to approve a settlement authority of Claim Number 1654-07-0007 by way of Compromise and Release in the total amount of \$15,000.00, of which \$1,380.00 has been advanced:

AYES: Futch, Longville, Ramos, Singer, Terrell Vizcaino

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

Mr. Longville moved, Mr. Futch seconded, and the Board members present voted as follows to approve a settlement of \$10,887.37 to Advanced Ambulatory Surgery Center for their claim for surgery performed but not covered by the District's insurance subject to appropriate legal agreements:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# 7. APPROVAL OF MINUTES

<u>Dr. Singer moved</u>, Dr. Terrell seconded, and the Board members voted as follows to approve the minutes of June 11, 2009:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: Lockwood

ABSENT: None

Mr. Longville moved, Mr. Futch seconded, and the Board members voted as follows to approve the minutes of June 18, 2009:

AYES: Futch, Longville, Ramos, Singer, Vizcaino

NOES: None

**ABSTENTIONS: Terrell** 

Buckner (advisory), Hrisoulas (advisory)

ABSENT: Lockwood

#### 8. PUBLIC COMMENT

Classified custodial employees Albert Gutierrez and Armando Camareno expressed their concern regarding a seniority list issue. They questioned how another classified employee who left the district and was later hired back could retain the same position on the seniority list. The Board directed the Chancellor to investigate and report on this issue.

Mary Valdemar, SBVC classified employee, spoke at the July 9 Board meeting on the closure of the Parent Education Center at SBVC. She stated she did not receive any official communication from anyone but she did receive information indicating that Board members had received a letter explaining why the PEC was

being closed. She stated that although she did not know the details of the letter she did know some of the overall issues and distributed a document to the Board responding to that letter. Ms. Valdemar responded to concerns of safety, staff supervision and cost effectiveness on the move to North Hall. Dr. Daniels explained the college's position. Mr. Longville encouraged staff that in making decisions that we involve people as much as possible in the decisions so they don't feel like they need to come to the Board.

John Napolitano, CSEA President, addressed the Board in opposition to the hiring of the recommended candidate for Human Resources Director.

Zelma Russ, who served on the screening panel for the search for the Human Resources Director, informed the Board that the process was followed and spoke in support of the recommended candidate for the position of Human Resources Director.

# 9. REPORTS

#### A. Board Members

- Dr. Singer expressed regrets because Erin O'Toole, Senior Producer, is leaving KVCR to assume another position. He also encouraged everyone to attend a performance at the Redlands Theatre Festival.
- Dr. Terrell stated the district is fortunate that Dr. Kay Ragan has agreed to remain as Interim Vice President of Instruction at SBVC until such time as that position is filled with a permanent candidate.
- Mr. Vizcaino attended the retirement reception for Bob Temple and Frank Reyes, which was also attended by local legislators. He asked that the Board meeting be adjourned in memory of Trustee Lockwood's mother.
- Mr. Futch also attended the farewell for Mr. Temple and Mr. Reyes, adding that "it was good to see Congressmen Baca and Jerry Lewis there."
- Mr. Longville noted that Erin O'Toole will be "a real loss to KVCR radio" and asked Mr. Ciecalone to pass on the Board's comments.
- Mr. Ramos will be attending the Redlands Emergency Services Agency dinner on Wednesday, July 15.

#### B. Student Trustees

Mr. Buckner thanked Dr. Vela for the opportunity to meet with her. A
Region 9 meeting will be held at SBVC in August, and the SBVC
Associated Students will be setting its 2009-10 goals. Dr. Nikki
Schaper, Student Life Advisor, has accepted a position in another
district. "She has been a great leader and mentor to the students."

• Ms. Hrisoulas reported students will be meeting with CSEA to establish a relationship and work on some common goals. Students will also be meeting with the CHC Foundation to explore other alternatives regarding textbooks. She will be attending her first Region 9 meeting at College of the Desert. Ms. Hrisoulas also thanked Dr. Vela for the opportunity to meet with her.

# C. Chancellor

- Dr. Vela introduced Bruce Baron, Vice Chancellor of Fiscal Services, who comes to the district with 30 years of experience in finance work and bond measures at institutions of higher education.
- Dr. Vela stated she is looking forward to the student trustees' contributions. She met with both of the new student trustees and reported that the students are reading the agenda and know the issues. They are informed and are asking good questions.
- To the degree that we can, until we know more details of the state budget, administrators are making contingency plans regarding the budget.
- Regarding the custodians' concerns on the classified seniority list, Dr. Vela said she would ask Ms. Brunelle to investigate the issue.
- The CSU system is proposing an additional increase in student fees following an already approved 10% increase. Because of this increase, community colleges could experience a greater influx of students who would normally attend CSU.
- Dr. Isaac is working to develop a grant through the Department of Energy. We will collaborate nationally with other community colleges. The focus of the grant is to promote the deployment of a Green Technology called Meta-Lax which is a new metal stress relieving technology that helps reduce the thermal stress within metal components.

#### 10. CONSENT AGENDA

The following changes were made in the Consent Agenda:

Item 10.B.12. – Consideration of Approval of Management Appointments:

- Dio Shipp went through the regular recruitment process and is being recommended for appointment as Director, Human Resources, effective July 13, 2009, with placement on the Management Salary Schedule, Range 19, Step C, \$110,628 per year. Replacement for Mary Nemnich.
- The appointment for the Director of Computing Services is being pulled since the selection process failed to bring a candidate forward.
- Rick Hogrefe's start date has been confirmed to be August 3, 2009.

Item 10.C.5. – Consideration of Approval of Individual Memberships. This membership should be listed as a <u>District membership</u>.

Item 10.B.12 Consideration of Approval of Management Appointments – Director of Human Resources, District – Pulled for discussion.

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve the Consent Agenda, including Item 10.B.12 (Consideration of Approval of Management Appointments – Vice President Administrative Services and Dean positions):

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

#### 11. ACTION AGENDA

# <u> Approve Management Appointment – Director of Human Resources</u>

Mr. Longville asked what would happen if this item were to be tabled because he had some concerns about the issues expressed regarding this appointment. Mr. Longville questioned the fact that the name was not submitted to the Board until the meeting. Dr. Vela explained this is a regular process necessary to bring an item to the Board without a name, and it has been done in the past. Since the Board meets once a month, we want to move the process forward to reduce delays in filling vacant positions. She explained it is not in violation of the Brown Act if we actually list the item and added that it would help staff to know for what purpose the item is being pulled so the Vice Chancellor of Human Resources could discuss the process. She cautioned the Board to not talk about personnel or violate confidentiality. Mr. Longville stated again that he only wanted to know what would happen if the item were to be tabled to allow the Board to acquire additional information.

Dr. Singer stated that the recommendations made to the Board come from two-tiered committees, and this item went through the regular process and he recommended the item be approved. Mr. Vizcaino stated the Board does not want to micro-manage the decisions and when the names come to the Board for approval, we rely on the Chancellor and other administrators to ensure that the processes were followed. Mr. Ramos stated this is a shared governance process and the Board heard from CSEA and a committee member. CSEA did participate on the committee. Not everyone is going to be happy with all the decisions, and the process got us where we are now. He stated he was not sure tabling the item was the answer.

Dr. Terrell was impressed that the Vice Chancellor of Human Resources has worked with this person and wants him back. Mr. Longville decided not to move to table the item but rather abstain from the vote.

<u>Dr. Singer moved</u>, Dr. Terrell seconded, and the Board members voted as follows to appoint Dio Shipp as Director, Human Resources, effective July 13, 2009, with placement on the Management Salary Schedule, Range 19, Step C, \$110,628.00 per year:

AYES: Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: Futch, Longville

ABSENT: Lockwood

#### <u>Approve Interim Management Appointment – Director of Bookstore</u>

<u>Dr. Singer moved</u>, Dr. Terrell seconded, and the Board members voted as follows to approve the appointment of Gloriann Chavez, Interim Director of Bookstore, effective July 13, 2009 with placement on the Management Salary Schedule, Range 14, Step A, \$78,624:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

Dr. Terrell asked if this was a new position. Dr. Vela responded that the presidents suggested we use a model to manage the bookstores and evaluate the model after a year. Staff will review whether or not the joint director position for both college bookstores is an effective model to continue.

# <u>Award Informal Bid and Approve Contract for Talk-A-Phone Project - SBVC</u>

<u>Dr. Terrell moved</u>, Mr. Longville seconded, and the Board members voted as follows to award the informal bid and approve the contract with Daniels Electric for the Talk-A-Phones Project, SBVC, in the amount of \$96,650.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Award RFP and Approve Contract – Loss Control and Emergency Plan</u> <u>Compliance Services</u>

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to award RFP for Loss Control and Emergency Plan Compliance Services and approve contract with Keenan and Associates, in the amount of \$352,880.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Approve Contract Amendment 004 for Winzler & Kelly Consulting</u> <u>Engineers – Infrastructure Package 2/3/4 Site Area - CHC</u>

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Contract Amendment 004 for Winzler & Kelly Consulting Engineers for additional work, Infrastructure Package 2/3/4 Site Area, CHC, in the amount of \$97,408.05:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# Approve Contract Amendment 005 for Winzler & Kelly Consulting Engineers – Community Recreation Facility/Infrastructure Package 5 Site Area - CHC

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Contract Amendment 005 for Winzler & Kelly Consulting Engineers for additional work, Community Recreation Facility Infrastructure Package 5 Site Area, CHC, in the amount of \$85,650.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

Approve Contract Amendments MO-BC1-CA1 and MO-BC1-CA2 and Change Orders MO-BC1-CO-3, MO-BC1-CO-4, MO-BC1-CO-5 for Oakview Constructors, Inc. Contract, Maintenance and Operations Site Improvements - SBVC

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Change Order MO-BC1-CO-3 for a reduction in the amount of \$154,970.00, Contract Amendments MO-BC1-CA1 and MO-BC1-CA2 in the amount of \$22,570.00 and \$223,314.00 and Change Orders MO-BC1-CO-4 and MO-BC1-CO-5 in the amount of \$24,326.00 and \$1,727.00 for Oakview Constructors, Inc., Contract, Maintenance and Operations Building Bid Category One, Site and Off-Site Improvements, SBVC:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# Approve Contract Amendments MO-BC2-CA1 and Change Orders MO-BC2-CO-2 and MO-BC2-CO-3 for Oakview Constructors, Inc. Contract, Maintenance and Operations Building - SBVC

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Change Order MO-BC2-CO-2 for a reduction in the amount of \$177,804.00, Contract Amendment MO-BC2-CA1 in the amount of \$198,575.00, and Change Order MO-BC2-CO-3 in the amount of \$7,376.00 for Oakview Constructors, Inc., Maintenance and Operations Building Bid Category Two, General Building Construction Contract, Maintenance and Building Project, SBVC:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# Approve Amendment CS-01A-CA1 for Environmental Construction Group, Inc., Contract - SBVC

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Amendment CS-01A-CA1 for Environmental Construction Group, Inc., Chemistry/Physical Science and Partial North Hall Demolition, Bid Category O1A, Hazardous Materials Abatement contract, SBVC, in the amount of \$28,740.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Approve Infrastructure Contract Amendment 005 for Steinberg Architects</u> <u>for Additional Work - CHC</u>

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Infrastructure Contract Amendment 005 for Steinberg Architects for additional work at CHC, in the amount of \$7,245.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Approve Infrastructure Contract Amendment 006 for Steinberg Architects</u> for Additional Work - CHC

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Infrastructure Contract Amendment 006 for Steinberg Architects for additional work at CHC, in the amount of \$4,000.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Approve Infrastructure Contract Amendment 005 for Steinberg Architects – Community Recreation Facility Contract - CHC</u>

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Infrastructure Contract Amendment 005 for Steinberg Architects for additional work at CHC, in the amount of \$9,700.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Approve General Conditions Contract Amendment 004 for Tilden-Coil</u> <u>Constructors, Inc. for Additional Work - CHC</u>

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve General Conditions Contract Amendment 004 for Tilden-Coil Constructors, Inc., for additional work, CHC, in the amount of \$43,771.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Approve Contract Amendment 001 for L. D. Anderson, Inc. Infrastructure Package 2/3/4 Contract – CHC</u>

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Contract Amendment 001 for L. D. Anderson, Inc. Infrastructure Package 2/3/4 Bid Category 1, Grading and Paving Contract, CHC, in the amount of \$43,847.00:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

#### Approve Uniform Construction Cost Accounting Procedures Agreements

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to approve Uniform Construction Cost Accounting Procedures Agreements:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# <u>Adopt Resolutions – State Department of Education</u>

<u>Dr. Terrell moved</u>, Dr. Singer seconded, and the Board members voted as follows to adopt resolutions for the California Department of Education:

AYES: Futch, Longville, Ramos, Singer, Terrell, Vizcaino

Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None ABSENT: Lockwood

# 12. INFORMATION ITEMS

- A. Summary of Change Orders for Measure "P" Projects
- B. Budget Report
- C. Summary of Purchase Order Report
- D. Summary of Uniform Construction Cost Accounting Program
- E. Applause Cards

# 13. STAFF REPORTS

- A. CHC President
  - A written report was submitted to the Board.
- B. <u>CHC Academic Senate</u>
  - Scott Rippy stated he is looking forward to representing the CHC faculty and working with the Board.
- C. CHC Classified Senate
  - Absent.
- D. <u>CHC ASB</u>
  - Students will be preparing food and serving the homeless at Mary's Kitchen in August. New AS officers have met with campus administrators to discuss goals, and the students are looking forward to more involvement in Region 9. The AS summer retreat will be held on the campus to contain costs.
- E. SBVC President
  - A written report was submitted to the Board.
- F. SBVC Academic Senate
  - John Stanskas reported the campus earned in access of 10,000 FTES during the 2008-2009 academic year. Faculty is looking at and tracking SLO's.
- G. <u>SBVC Classified Senate</u>
  - Absent.
- H. SBVC ASB
  - Absent.

- I. KVCR
  - A written report was submitted to the Board.
- J. CTA
  - Absent.
- K. CSEA
  - None.
- L. Chancellor
  - No further report.

The Board took a 10-minute break at 7:15 p.m.

#### 14. WORKSHOP ON BOND PROGRAM

Larry Klumas, Program Bond Director, and Steve Lohr, Planning and Development Director, presented a workshop on the district's Capital Improvement Program, its organization and processes, as the Board considers and authorizes actions relating to the program. Also included in the presentation was an explanation of the Measure P and Measure M programs.

# Mr. Buckner left the meeting at 8:15 p.m.

Mr. Klumas explained the selection process used to recommend architects and contractors to the Board, adding that the process is a competitive process. The district is trying to be more transparent in an attempt to reach minority and women-owned businesses. He also explained the difference between a change order and an amendment, noting that amendments are not subject to the 10% rule.

Several trustees were concerned that by the time a recommendation to approve an architect or contractor comes to the Board for approval, the selection process has been completed and only one firm or name is submitted to the Board for approval.

Dr. Daniels stated that both presidents were on the committee to select the architect. They used check sheets and rating sheets, and the committee needed to have concurrence before the selection could be made.

Mr. Futch had several questions which he will pass on to Dr. Vela.

Dr. Vela concluded that the Board is interested in understanding the processes better. It is our communities' money for the communities' colleges. There are committees that include presidents and faculty members. The presidents are charged with representing their colleges to be sure that they get the best talent for their projects. The district will look at everything, taking the Board's comments into consideration, and possibly entertain increasing the number of stakeholders in the process. Dr. Vela invited the trustees to meet informally with the administrative leaders to ask their questions regarding the implementation of the bond measures.

#### 15. ADJOURN

After a moment of silence for Mrs. Jeane M. Lockwood, mother of Trustee Carleton W. Lockwood, Mr. Ramos adjourned the meeting at 8:30 p.m. in her memory.

Donald L. Singer, Clerk San Bernardino Community College District Board of Trustees

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Classified Employees

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the employment of classified employees on the attached list.

#### **OVERVIEW**

The attached list of classified employees is submitted for approval.

#### **ANALYSIS**

The classified employees on the attached list went through the regular recruitment process and are being recommended for appointment. All requirements for employment processing have been completed and Human Resources have cleared the individuals for employment.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.

CARROLL JR., ROBERT, Producer/Director, TV, KVCR, Classified Salary Schedule, Range 50, Step B, \$4,732.00 per month, full-time, 12-month position, effective August 17, 2009. Replacement for Michael Flattery.

HEALY, JESSICA, Lab Technician, Microbiology, SBVC, Classified Salary Schedule, Range 38, Step A, \$1591.25 per month, 47.5% of full-time, effective August 17, 2009. Replacement for Shannon Campbell.

HORTON, ANNIE, Child Development Assistant, CHC, Classified Salary Schedule Range 20, Step A, \$1,020.00 per month, part-time, 10-month position, effective August 17, 2009. Replacement for Heather Grisham.

SUMLIN, ANGELA, Child Development Assistant, CHC, Classified Salary Schedule Range 20, Step A, \$1,020.00 per month, part-time, 10-month position, effective August 17, 2009. Replacement for Heather Grisham.

TRUJILLO, SERGIO, HVAC/R Technician, SBVC, Classified Salary Schedule, Range 41, Step A, \$3,609 per month, full-time position, 12-month position, effective August 17, 2009. Replacement for Jose Serrato.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Acceptance of Classified Resignations

#### RECOMMENDATION

It is recommended that the Board of Trustees accept the resignation of Erin Payne, Senior Producer, Radio, District, Robert Grout, College Security Officer, District and Amy Koller, Student Services Technician I, CHC.

### **OVERVIEW**

Ms. Payne, has submitted a letter of resignation from employment effective July 22, 2009, after six years of service to the District.

Mr. Grout, has submitted a letter of resignation from employment effective July 18, 2009, after three months of service to the District.

Ms. Koller has submitted a letter of resignation from employment effective July 23, 2009, after seven months of service to the District.

#### **ANALYSIS**

The Human Resources Department has provided the classified employees acceptance of their resignation from employment.

#### **BOARD IMPERATIVE**

None.

# FINANCIAL IMPLICATIONS

No financial impact.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renee Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration to Approve Classified Contract Reduction

#### RECOMMENDATION

It is recommended that the Board of Trustees approve the classified contract reduction for Mike Sola, five hours per week, Fall 2009 semester.

# **OVERVIEW**

Mike Sola is a full-time classified employee who will be teaching one class, PE 232, for the Fall 2009 semester for a total of five hours per week.

### **ANALYSIS**

It is necessary to reduce Mike Sola's contract to accommodate an academic hourly assignment. This classified contract reduction was "grandfathered" in before the limitation on classified contract reduction was put in effect.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence

# **FINANCIAL IMPLICATIONS**

Included in the 2009-2010 budget.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renee Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

Gloria M. Harrison, President, CHC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval for Classified Contract Increases

#### RECOMMENDATION

It is recommended that the Board of Trustees approve the classified contract increase for Melissa Huckaby, Child Development Assistant, SBVC, Marjorie Wheatley, Child Development Teacher, SBVC and Nicole Rodriguez, Secretary I, Instruction, CHC.

# **OVERVIEW**

The contracts for the classified employees on the attached list are being increased due to a change in their assignments.

#### **ANALYSIS**

The Child Development Center operates a quality program from July 1 to June 30. Staff is needed for the full year to assist with supervised planning activities, maintaining continuity for new and incoming children and providing support.

The vacant Clerical Assistant II, Teaching Aid (Theatre Arts) position will be reduced from a 40-hour per week position to a 19-hour per week position to accommodate the contract increase for the Secretary I, Instruction, position.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence

#### FINANCIAL IMPLICATIONS

Included in the 2009-2010 budget.

Melissa Huckaby, Child Development Assistant, is currently an 11 month, 218 day employee. The current budget supports a reassigned service calendar of 239 days which is in line with an 11-month employee.

Marjorie Wheatley, Child Development Teacher, contract will be increased from 200 days to 221 days effective July 1, 2009.

Nichole Rodriguez, Secretary I, Instruction, CHC, contract will be increased from 19 hours per week to 40 hours per week, full-time effective August 17, 2009.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Placement of Classified Employee on 39-Month

Reemployment List

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the placement of a classified employee on the 39-Month Reemployment List.

# **OVERVIEW**

Ruby Zuniga, Administrative Secretary, Criminal Justice & Public Safety, SBVC, has exhausted all available leaves.

# **ANALYSIS**

Since the Administrative Secretary, Criminal Justice & Public Safety, SBVC, has exhausted all available leaves, it is necessary to place the employee on the 39-month reemployment list effective July 1, 2009.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

# **FINANCIAL IMPLICATIONS**

No financial impact.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Amendment of Classified Step Placement

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the amendment of the classified step placement for Rocio Delgado, Clerical Assistant II.

#### **OVERVIEW**

Amendment of the classified step placement for Rocio Delgado, from Range 25, Step D, \$2815 per month to Range 25, Step C, \$2681 per month, Classified Salary Schedule.

#### **ANALYSIS**

On June 11, 2009, the Board of Trustees approved the classified transfer of Rocio Delgado, to the position of Clerical Assistant II, Financial Aid, SBVC, at Range 25, Step D, \$2815. The correct step placement is Range 25, Step C, \$2681 per month.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

# FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources & Employee

Relations

PREPARED BY: Renee Brunelle, Vice Chancellor, Human Resources & Employee

Relations

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Revised Classified Job Description

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the revised job description for Database Administrator.

# **OVERVIEW**

Due to the unsuccessful recruitment for Database Administrator, additional analysis of similar positions was conducted. The findings support the revision of the minimum requirements for the position.

#### **ANALYSIS**

Based on further analysis of similar positions and the lack of sufficient candidates for the Database Administrator, the hiring manager is requesting revision of the minimum requirements for the position.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

# FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.

#### DATABASE ADMINISTRATOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.

#### **SUMMARY DESCRIPTION**

Under the direction of the Technical Director, plans, prioritizes and supervises the accessibility and manipulation of the District databases; maintains responsibility for District databases related to policies, procedures, software utilities, performance, security, and recovery; assist in the development of policies and procedures; implements policies and procedures; performs analysis on complex database systems; and performs other related work as assigned.

#### REPRESENTATIVE DUTIES

The following duties are typical for this classification

- 1. Recommend and assist in the development and implementation of department goals, objectives, policies and procedures.
- 2. Analyze and recommend approach and time frame for vendor release upgrade installations.
- 3. Collaborate with users in the construction of testing procedures to ensure accuracy of information systems and data integrity.
- 4. Manage and maintain physical databases on central and college servers including database storage management, procedures, tools for access, and monitoring and tuning of District databases to ensure ongoing operation and access.
- 5. Design, develop and analyze installation checklists and benchmarks for testing new software releases; prepare and maintain documentation for database maintenance, backup and recovery procedures.
- 6. Monitor database system and performance; tune databases for optimal performance including database instance capacity planning and implementation.
- 7. Plan, develop, implement, and administer disaster recovery plans for the database environment to ensure database integrity.
- 8. Provide for "Administrative Information Systems" application support and maintenance.
- 9. Management and implementation of upgrades, patches, and fixes.
- 10. Design and create new databases and refresh test/development database environments.
- 11. Provide administrative support for the operating system resident on the "Administrative Information Systems" server.
- 12. Participate in the assessment of vendor product valuations and selection as assigned.
- 13. Develop software to meet user and/or internal specifications.
- 14. Coordinate the management of databases, storage, complex user privileges, and database users.
- 15. Participate in meetings related to assignment; attend staff and college committee meetings as necessary.

- 16. Participate in department budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for computer equipment and supplies.
- 17. Document assignment status as required; appraise manager of problems or unexpected resource requirements.
- 18. Provide security management; recommend and implement new or revised security policies and procedures.
- 19. Serve as a liaison between vendors and the District user community to develop standards; timeliness for deployment, maintenance and upgrades; configure applications; and evaluate user needs and satisfaction.
- 20. Performs other related duties as required.

#### **QUALIFICATIONS**

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

# **Knowledge of:**

Computerized data systems and peripherals, including machine capabilities and applications potential. Operational characteristics and techniques of Microsoft SQL databases.

Principles and techniques of complex computer programming, systems analysis, data processing and programming documentation.

Management of complex databases.

Programming languages, operating methods and available software.

Uses, capabilities, characteristics and limitations of computers and related equipment.

Complex computer operating methods, languages and procedures.

Records storage and handling techniques.

Principles of supervision, training and evaluation of staff.

#### **Ability to:**

Perform all of the relevant duties of the position with minimal direction.

Establish objectives and develop formal plans pertaining to database administration and support.

Develop and administer policies and procedures in a complex information technology organization.

Analyze multi-dimensional technical problems and develop and implement appropriate solutions.

Read, understand, and apply information from technical manuals.

Adapt to changing technologies and learn functionality of new equipment and systems.

Apply formal principles and techniques with support of the database structures, including security, enhancements, performance tuning, and customizations.

Support the process of information collection, storage, management, manipulation, and distribution to meet analysis and reporting requirements.

Maintain data integrity of the database.

Supervise, train and evaluate assigned staff.

Communicate effectively orally and in writing.

Demonstrate an understanding and commitment to meeting the needs of the diverse ethnic, cultural, socioeconomic, and disability background of the student and community population.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>Education and Experience Guidelines</u> - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Required Education/Training:**

An Bachelor's degree Associates degree from an accredited college or university with major course work in computer science or a related field or equivalent.

### **Experience:**

Four years of increasing responsible experience in programming, systems analysis and database management.

#### **Desired Qualifications:**

- 1. A Bachelor's degree from an accredited college or university with major course work in computer science or a related field or equivalent.
- 2. Experience that demonstrates a sensitivity to and understanding of the diverse academic, socioeconomic, cultural and ethnic backgrounds of students and employees, including those with physical and learning disabilities.
- 3. Experience in a community college environment or setting.

#### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**Environment:** Work is performed primarily in a standard office setting, with some travel from site to site.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

<u>Vision</u>: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

**Hearing**: Hear in the normal audio range with or without correction.

Board Approved: May 2009

Revised: August 13, 2009

Range: 46

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Classified Management Appointment

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the classified management appointment of Tool Room Supervisor.

#### **OVERVIEW**

Gary Holman, from Tool Room Specialist, SBVC, to Tool Room Supervisor, SBVC, effective August 17, 2009, Range 1, Step A, \$3,475 per month. Replacement for Jerry Beall.

#### **ANALYSIS**

Gary Holman went through the regular recruitment process and is being recommended for appointment as Tool Room Supervisor. All requirements for employment processing have been completed and Human Resources has cleared the individual for employment.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Short-Term, Substitute & Professional

**Expert Employees** 

# RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of short-term, substitute & professional expert employees.

#### **OVERVIEW**

The attached lists of short-term, substitute and professional expert employees are submitted for approval.

# **ANALYSIS**

Current law requires the Board of Trustees to act on recommendations to appoint short-term hourly, substitute, and professional expert employees before they can begin their work assignment.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

Included in the 2009-2010 budget.

# Short-Term Hourly Employees August 13, 2009

Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
Barone, Gaeton	Culinary Arts	SBVC	Tutor I	8/17/09	12/19/09	\$9.00
Bland, Evelyn	Human Services	SBVC	Tutor I	8/17/09	12/17/07	\$9.00
Bolter, Richard	Human Services	SBVC	Tutor I	8/17/09	12/19/09	\$9.00
•						·
Chapman, Karen	Art Learning	SBVC	Tutor II	8/17/09	12/19/09	\$11.00
Earl, Keith	Resource Center	CHC	Tutor II	8/17/09	12/19/09	\$11.00
Furness, Alexandra	Art Physical	SBVC	Model (Undraped)	8/17/09	12/19/09	\$15.00
Gates, Lesli	Education Physical	SBVC	Lifeguard	8/17/09	12/19/09	\$10.00
Genove, Mervin	Education	SBVC	Lifeguard	8/17/09	12/19/09	\$10.00
Grant, Diane	Art Applied	SBVC	Tutor II	8/17/09	12/19/09	\$11.00
Karon, Pamela	Technology & Transportation Learning	SBVC	Tutor I	8/17/09	12/18/09	\$9.00
Kirkley, Amanda	Resource Center	CHC	Tutor II	8/17/09	12/19/09	\$11.00
Lee, Jasmine	STAR Program	SBVC	Tutor II	8/14/09	12/19/09	\$11.00
Martinez, Edgar	Art	SBVC	Tutor II	8/17/09	12/19/09	\$11.00
Miller, Timothy	Art	SBVC	Tutor II	8/17/09	12/19/09	\$11.00
Murillo, Jesse	Art	CHC	Model (Undraped)	8/17/09	12/16/09	\$15.00
Neuharth, Rose	Art	SBVC	Model (Undraped)	8/17/09	12/19/09	\$15.00
Ruiz, Xavier	Art Math & Science Student Success	SBVC	Tutor II	8/17/09	12/19/09	\$11.00
Sequeira, Andrea	Center Learning	SBVC	Tutor II	8/17/09	12/24/09	\$11.00
Smith, Alexandira	Resource Center Child	CHC	Tutor II	8/17/09	12/19/09	\$11.00
Thompson, Sara	Development	CHC	Tutor II	8/14/09	12/31/09	\$11.00

Amend board of December 11, 2008 to revise the end date from 5/22/09 to 6/30/09 for the following employees due to a miscommunication between the STAR Program and the Human Resources Dept. regarding the actual end date of employment

Adeniji, John	Star Program	SBVC	Tutor II	1/12/09	6/30/09	\$11.00
Carlin, Michael	Star Program	SBVC	Tutor II	1/12/09	6/30/09	\$11.00
Vashty, Mitchell	Star Program	SBVC	Tutor II	1/12/09	6/30/09	\$11.00

Amend board of April 9, 2009 to revise the end date from 6/10/09 to 6/15/09 for the following employees due to a miscommunication between the Financial Aid Dept. and the Human Resources regarding the actual end date of employment

Coulson, Tyiesha	Financial Aid	SBVC	Project Assistant I	4/10/09	6/15/09	\$9.00
Sanchez, Phylicia	Financial Aid	SBVC	Project Assistant I	4/10/09	6/15/09	\$9.00

Amend board of December 11, 2008 to revise the end date from 5/22/09 to 6/30/09 for the following employees due to a miscommunication between the Math & Science Student Success Center and the Human Resources Dept. regarding the actual end date of employment

	Math & Science Student Success					
Davis, Theresa	Center Math & Science Student Success	SBVC	Tutor II	1/12/09	6/30/09	\$11.00
Garcia, Julia	Center Math & Science Student Success	SBVC	Tutor II	1/12/09	6/30/09	\$11.00
Griffin, Jeneen	Center Math & Science Student Success	SBVC	Tutor II	1/12/09	6/30/09	\$11.00
Saldana, Christabel	Center Math & Science Student Success	SBVC	Tutor I	1/12/09	6/30/09	\$9.00
Sequeira, Andrea	Center	SBVC	Tutor I	1/12/09	6/30/09	\$9.00

# Professional Expert Hourly Employees August 13, 2009

	•			•		T.
Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
Allred, Wendy	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/17/09	12/31/09	\$50.00
Ascencio, Rony A.	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/17/09	12/31/09	\$50.00
Avery, George	Fire Technology	CHC	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Azzolin, David	Criminal Justice	SBVC	Police Science Facilitator/ Evaluator/ Safety Facilitator	8/14/09	12/31/09	\$35.00/ \$105.00 per session/ \$25.00
Bayless, Randy	Fire Technology	CHC	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Bishop, Robin	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Bolivar, Fernando	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Borchardt, Sharlene	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/14/09	12/31/09	\$45.00
Bravo, Rosemary	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Burton, Debi	Big Bear Program	SBVC	Assistant Instructor	8/14/09	12/18/09	\$20.00
Cervantes, Charles	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Chow, Stephanie	Electricity/ Electronics	SBVC	Assistant Instructor	8/17/09	12/19/09	\$20.00

Collins, Wes	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Danning, Jeanne	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/17/09	12/31/09	\$50.00
Davis, Penny	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Delgado, Jennifer	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/17/09	12/31/09	\$50.00
Donnelly, Shane	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Durban, Mark	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Durmisevich II, Mark	Criminal Justice	SBVC	Police Science Facilitator/ Evaluator/ Safety Facilitator	8/14/09	12/31/09	\$35.00/ \$105.00 per session/ \$25.00
Faulkner, Mark	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/31/09	\$30.00/ \$23.00/ \$22.50
Fox, Barry	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Garcia, Max	Criminal Justice	SBVC	Police Science Facilitator/ Evaluator/ Safety Facilitator	8/14/09	12/31/09	\$35.00/ \$105.00 per session/ \$25.00
Graham, Glen	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/14/09	12/24/09	\$65.00
Groff, Rick	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Hale, Stephen	Fire Technology	CHC	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50

Hausman, Edward	Fire Technology	CHC	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Horton, Mike	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Hosea, Keith	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Janssen, Joshua	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Ketcherside, David	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Lapi, John	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Lomeli, Roberto	Criminal Justice	SBVC	Police Science Facilitator/ Evaluator/ Safety Facilitator	8/14/09	12/31/09	\$35.00/ \$105.00 per session/ \$25.00
Macdonald, John	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Martin, Christina	Criminal Justice	SBVC	Police Science Facilitator/ Evaluator/ Safety Facilitator	8/14/09	12/31/09	\$35.00/ \$105.00 per session/ \$25.00
Martinez, Chris	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Migaiolo, Julie	Criminal Justice	SBVC	Police Science Facilitator/ Evaluator/ Safety Facilitator	8/14/09	12/31/09	\$35.00/ \$105.00 per session/ \$25.00
Millerick, Shawn	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Mocete, Luz	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00

Pierson, John	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Pinchback, Bernadette	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Raney, Bret	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Rapoza, Alan	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Reed, Kris	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/17/09	12/31/09	\$50.00
Romagnoli, Angela	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/17/09	12/31/09	\$50.00
Sessler, Richard	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Shulz, Terry	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Sipe, Britt	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Smerber, Matt	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Smith, Keith	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Snyder, Robert	Criminal Justice	SBVC	Safety Facilitator	8/14/09	12/31/09	\$19.00
Solometo, Richard	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50

Spellman, Ron	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Spencer, Jacqueline	Professional Development Center	DIST	Workforce Development/ PDC Trainer	8/17/09	12/31/09	\$55.49
Stanzione, Charles	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Stevens, Al	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Stewart, Barry	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Teter, James Cameron	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Thurston, Omiya "Nikki"	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00
Tovar II, Ralph	Fire Technology	СНС	Fire Tech Specialist/ Tactical Officer/ Safety Officer	8/14/09	12/24/09	\$30.00/ \$23.00/ \$22.50
Tuttle, Julie Walsh, Paschal	Criminal Justice Machine	SBVC SBVC	Police Science Facilitator/ Evaluator/ Safety Facilitator Assistant Instructor	8/14/09 8/17/09	12/31/09 12/19/09	\$35.00/ \$105.00 per session/ \$25.00 \$20.00
Williams, Joseph	Child Development	SBVC	Foster Kinship Care Education/ Parent Education	8/14/09	12/24/09	\$45.00

Ratification: Human Resources Department overlooked the authorizations for the following employees who were scheduled to teach Workforce Development Classes prior to the August board date.

Apodaca, Gilbert	PDC	DIST	Workforce Development/ PDC Trainer	7/10/09	12/31/09	\$50.00
Borchardt, Scott	PDC	DIST	Workforce Development/ PDC Trainer	7/10/09	12/31/09	\$50.00
Hennessy, Caren	PDC	DIST	Workforce Development/ PDC Trainer	7/10/09	12/31/09	\$50.00

Amend July 9, 2009 Board Agenda as Human Resources Department omitted pay rates for Lab Instructor and Primary Instructor assignments for the following employees:

Denhalter, Brittany	EMS/ Workforce Development	СНС	EMS Specialist/Lab Instructor/ Primary Instructor	7/10/09	12/30/09	\$30.00/ \$25.00/ \$20.00
Foster, Nathan	EMS/ Workforce Development	СНС	EMS Specialist/Lab Instructor/ Primary Instructor	7/10/09	12/30/09	\$30.00/ \$25.00/ \$20.00

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT Substitute Employees August 13, 2009

Name	Department	Site	Duties	Start Date	End Date	Hourly Rate
	Child			1		•
	Development		Child Development			
Avramis, Alicia	Center Child	CHC	Assistant	5/5/09	6/30/2009	\$12.35
	Development		Child Development			
Covarrubias, Martha	Center	SBVC	Assistant	7/14/2009	9/14/2009	12.35
			Senior Payroll			
Fife, Purificacion	Fiscal Services	Dist	Accountant	7/6/09	7/24/09	\$20.23
Garcia, Noemi	Cafeteria	CHC	Food Service Worker Food Service	8/17/09	10/17/09	\$11.75
Garcia, Noemi	Cafeteria	CHC	Specialist	8/17/09	10/17/09	\$12.35
Gomez, Elisa	Food Services	CHC	Food Services Worker	7/7/09	9/7/09	\$11.75
			Food Services			
Gomez, Elisa	Food Services	CHC	Specialist	7/7/09	9/7/09	\$12.35
Healy, Jessica	Microbiology Child	SBVC	Lab Technician	7/1/09	8/14/09	\$19.25
	Development		Child Development			
Holtegaard, Alisa	Center	SBVC	Assistant	7/14/2009	9/14/2009	12.35
Hunter, John	Food Services	SBVC	Food Services Worker	7/21/2009	9/21/2009	\$11.75
Lanier, Laura	KVCR	Dist	Producer/Director	7/1/09	8/30/09	\$25.90
Laillei, Laura	Computing	וטוטנ	FIOUUCEI/DITECIOI	111107	0/30/07	Ψ23.70
McGowan, Arlene	Services	Annex	Systems Analyst	7/6/09	8/13/09	\$28.59
Medina, Miguel	Police	Dist	College Police Officer	7/7/09	9/7/09	\$22.33
	Child					
	Development		Child Development			
Molina, Corrine	Center Child	SBVC	Teacher	7/14/2009	9/14/2009	17.76
	Development		Child Development			
Ortiz, Brenda	Center	SBVC	Assistant	7/14/2009	9/14/2009	12.35

Pasillas, Michelle	Bookstore	CHC	Bookstore Assistant I	6/23/2009	6/30/2009	\$13.29
Pasillas, Michelle	Bookstore Child	CHC	Bookstore Assistant I	7/1/2009	8/1/2009	\$13.29
Perez, Blanca	Development Center Child	SBVC	Child Development Assistant	7/14/2009	9/14/2009	12.35
	Development		Child Development			
Peterson, Brandi	Center	SBVC	Assistant	7/14/2009	9/14/2009	12.35
Sclafani, Tony	Police	Dist	College Police Officer	7/7/09	9/7/09	\$22.33
Serrano, Manual	Maintenance Child	SBVC	Maintenance Worker	7/14/2009	8/14/2009	17.02
	Development		Child Development			
Sinha, Indrani	Center	CHC	Assistant	5/5/09	6/30/09	\$12.35
Smith, Mary	Cal Works	SBVC	Clerical Assistant II	6/19/09	6/30/09	\$13.97
Smith, Mary	Cal Works	SBVC	Clerical Assistant II	7/1/09	7/31/09	\$13.97
Tafoya-Bryson, Patricia	Police Child	Dist	College Police Officer	7/7/09	9/7/09	\$22.33
Treacy-Abarca, Rosa	Development Center	SBVC	Child Development Assistant	7/14/2009	9/14/2009	12.35
			Administrative			
Trumpeta, Joy	Criminal Justice	SBVC	Secretary	7/1/09	9/1/09	\$18.78
Walters, Andrea	PDC	Dist	Research Assistant	7/1/09	8/14/09	\$23.47
Webb, Marsha	Police Child	Dist	Dispatch Clerk	7/7/09	9/7/09	\$12.35
Williams, Sophia	Development Center	SBVC	Child Development Assistant	7/14/2009	9/14/2009	12.35
Wu, William	Police Human	Dist	College Police Officer	7/7/09	9/7/09	\$22.33
Zapian, Lorena	Resources	District	Clerical Asst II	7/13/09	9/13/09	\$13.97

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC &

Gloria M. Harrison, President, CHC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Adjunct & Substitute Academic Employees

#### RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of Adjunct & Substitute Academic Employees as needed for the 2009-2010 academic year.

#### **OVERVIEW**

The attached list of adjunct & substitute academic employees are submitted for approval of employment.

#### **ANALYSIS**

Part-time academic employees selected from the established pool are offered individual contracts on a semester-by-semester basis. Adjunct employees not assigned will remain in the pool for future consideration during the 2009-2010 academic year.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

## **FINANCIAL IMPLICATIONS**

## Crafton Hills College

Ashton, Judith English
Dobbs, Anne English
Downey, Jennifer Psychology
Durban, Mark Fire Technology

Ferracone, Donna Emergency Medical Services

Fox, Barry Fire Technology
Hausman, Edward Fire Technology
Hohman, Zachary Math/Psychology
Miller, Kim Anthropology
Millerick, Shawn Fire Technology

Nicholson, Karl Emergency Medical Services
Paladini, David Emergency Medical Services

Pierce, Leah Mathematics
Raney, Bret Fire Technology
Ross, Helen Sociology
Ross, Michael Mathematics
Sorensen, Kathryn Anthropology
Stone, Henry Math/Psychology

Strain, Brian Emergency Medical Services
Townzen, Susan Anthropology/Religious Studies

## San Bernardino Valley College

Carver, Dean Welding
Contreras, Rene Welding
Escobar, Ronald Accounting

Garcia, Eduardo Student Development Hawthorne, Terri Student Development

Jackson, Keith Diesel

Jones, Deborah Child Development

Lawson, Katherine Sociology
Rice, Larry Aeronautics
Secord, James Paralegal
Yabuno, Glenn Paralegal
Zheng, Lijiang Railroad

Medina, Thomas Jr. STAR Program Luke, Craig, Dr. (Sr.) STAR Program

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC &

Gloria M. Harrison, President, CHC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Non-Instructional Pay

#### RECOMMENDATION

It is recommended that the Board of Trustees approve non-instructional pay.

#### **OVERVIEW**

The attached list of employees are submitted for approval.

#### **ANALYSIS**

Non-instructional pay is requested on a periodic basis to assist departments with various events on campus or in the community.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

## **Crafton Hills College**

Chavira, Rejoice, Math Jam Counselor not to exceed 23 hours, 08/05/09 – 08/13/09, \$43.16 per hour, 01-00-02-9002-0228-1480.00-6600.

Pace-Pequeno, Catherine, Coordinate Computer Lab not to exceed 126 hours, 08/17/09 – 12/19/09, \$43.16 per hour, 01-00-02-8100-0000-1480.00-4930.

Wilson, Sherri, Math Jam Instructor, \$1,800, 08/05/09 – 08/13/09, 01-00-02-9002-0228-1480.00-6600.

## San Bernardino Valley College

Rodriguez, Maria del Carmen, Valley Bound Commitment advising, not to exceed 200 hours, 08/17/09-12/31/09, \$43.16 per hour, 01-00-15-8208-0228-1480.00-6310.

Taylor, Rutina, Valley Bound Commitment advising, not to exceed 200 hours, 08/17/09-12/31/09, \$43.16 per hour, 01-00-15-8208-0228-1480.00-6310.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Academic Employees

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the employment of academic employees on the attached list.

#### **OVERVIEW**

The attached list of academic employees is submitted for approval.

#### **ANALYSIS**

The academic employees on the attached list went through the regular recruitment process and are being recommended for appointment. All requirements for employment processing have been completed and Human Resources have cleared the individuals for employment.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

BANOLA, ERWIN JOHN, Instructor, Physical Education/Adaptive Emphasis, SBVC, effective August 14, 2009. Salary placement is Range D, Step 1, \$46,635.95 for 177 days pending final receipt of official transcripts and additional work verification. Replacement for Cynthia Runyon.

EMERSON, KEVIN, Instructor, Physical Education/Head Football Coach, SBVC, effective August 14, 2009. Salary placement is Range D, Step 1, \$46,635.95 for 177 days pending final receipt of official transcripts and work verification, plus coach stipend. Replacement for Pat Meech.

BAILEY, DENISE, Instructor, Chemistry, SBVC, effective August 14, 2009. Salary placement is Range D, Step 1, \$46,635.95 for 177 days pending final receipt of official transcripts and work verification. Replacement for Joe Henn.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Gloria M. Harrison President, CHC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Department Head Stipends-CHC

#### RECOMMENDATION

It is recommended that the Board of Trustees approve Department Head stipends for CHC.

#### **OVERVIEW**

Kelly Boebinger, Physical Science & Biological Science, \$9,000.00. Previously approved for Physical Science only. Replacement for Mark Jonasson.

Jodi Hanley, Mathematics, Fall Semester, \$7,000.00. Previously approved for Fall & Spring Semesters.

Jeff Schmidt, Communication and Language, \$7,000.00. Replacement for Richard Hogrefe.

Sherri Wilson, Mathematics, Spring Semester, \$7,000.00.

#### **ANALYSIS**

Department Heads are selected by faculty in accordance with an established campus process. Stipends for Department chairs are based on the agreement between SBCCD and the SBCCD Chapter CTA/NEA.

#### **BOARD IMPERATIVE**

III. Learning Centered Institution for Student Access, Retention and Success.

#### FINANCIAL IMPLICATIONS

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renee Brunelle, Vice Chancellor Human Resources

& Employee Relations

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Coordinator Stipends - SBVC

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve coordinator stipends.

## **OVERVIEW**

The following academic employees will serve as coordinators.

Gilbert Maez Matriculation \$1,320 Kathy Kafela Transfer Services \$1,320

## **ANALYSIS**

Stipends for coordinators are based on the agreement between SBCCD and the SBCCD Chapter CTA/NEA, Appendix A-5.

#### **BOARD IMPERATIVE**

III. Learning Centered Institution for Student Access, Retention and Success.

#### FINANCIAL IMPLICATIONS

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renee Brunelle, Vice Chancellor, Human Resources

& Employee Relations

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Assistant Coaches

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve Assistant Coaches for the SBVC Athletics Department.

## **OVERVIEW**

The individuals on the attached list will serve as assistant coaches for the 2009 Fall season.

## **ANALYSIS**

Assistant Coaches are routinely hired for sport teams.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### **FINANCIAL IMPLICATIONS**

## SBVC - Fall 2009 Season

Botello, Giancarlo	Football	\$4,162.00
Jarin, Coco	Football	\$4,162.00
Madrigal, Ernie	Football	\$4,162.00
Meech, Patrick	Football	\$4,162.00
Pesquera, Rick	Football	\$4,162.00
Rodriguez, Jeremia	Football	\$4,162.00
Smith, Austin	Football	\$4,162.00
Waters, Gary	Football	\$4,162.00
Vidrio, Edgard	Men's Soccer	\$4,162.00
Gutierrez, Crystal	Women's Soccer	\$3,642.00
Wellman, Vanessa	Women's Soccer	\$3,642.00
Banaag, Ray	Volleyball	\$2,081.00
Burnham, James	Volleyball	\$2,081.00

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renee Brunelle

Vice Chancellor, Human Resources & Employee Relations

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Pre-Retirement Reduced Workload

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the pre-retirement reduced workload request for Gary Calote, Art Instructor, SBVC, for the 2009-10 academic year.

## **OVERVIEW**

Article 22 of the CTA Bargaining Agreement states faculty who meet the requirements of this article may reduce his or her contract from full-time to percent of contract while maintaining his or her retirement benefits pursuant to Education Code Sections 22713 and 87483 or Government Code Section 20900.

## **ANALYSIS**

Gary Calote has successfully met the established criteria for the requested reduction in workload for the 2009-2010 academic year.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence

#### FINANCIAL IMPLICATIONS

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Salary Advancements for Academic

**Employees** 

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the salary advancements for academic employees.

## **OVERVIEW**

Effective July 1, 2009, the attached academic employees will advance in salary range due to additional coursework completed.

#### **ANALYSIS**

The attached academic employees have completed the number of units necessary for classification advancement for the 2009-2010 academic year per agreement between the SBCCD and SBCCDCTA/NEA.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

## <u>CHC</u>

Langenfeld, Elizabeth, English Instructor, from Class E to Class F Davis, Julie, Sociology Instructor, from Class E to Class F. Ramirez, Steve, Mathematics Instructor, from Class G to Class I

#### **SBVC**

Al-Husseini, Maha, Office Information System Instructor, from Class G to Class H McCrary, Denise, Tech Prep Coordinator, from Class G to Class I Sogomonian, Nori, Spanish Instructor, from Class E to Class G Hill, June, Nursing Instructor, from Class E to Class F Maurizi, Tamara Nursing Instructor, from Class D to Class E Vasquez, Mary Lou, Office Information System Instructor, from Class E to Class H

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Temporary Academic Employee

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the employment of Torgeir Johnsen as a one-year temporary academic employee, Anatomy & Physiology, CHC, effective August 17, 2009.

#### **OVERVIEW**

Torgeir Johnsen, Anatomy & Physiology Instructor, CHC, one-year temporary academic employee for the 2009-2010 academic year effective August 17, 2009. Salary Placement is Range D, Step 1, \$46,635.95 for 177 days pending receipt of final official transcripts and work verification.

#### **ANALYSIS**

Due to the resignation of Mark Jonasson, it is necessary to hire a temporary replacement for the 2009-2010 academic year.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Management Employees

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve the employment of management employees on the attached list.

#### **OVERVIEW**

The attached list of management employees is submitted for approval.

#### **ANALYSIS**

The management employees on the attached list went through the regular recruitment process and are being recommended for appointment. All requirements for employment processing have been completed and Human Resources have cleared the individuals for employment.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

SIMS, JEREMY, Director, Technology Services, District, full-time, 12-month position, Management Salary Schedule, Range 16, Step B, \$7,585.00 per month effective August 17, 2009. New position.

WARREN-MARLATT, REBECCAH, Vice President, Student Services, CHC, full-time, 12-month position, Management Salary Schedule, Range, 23, Step B, \$10,672 per month effective August 14, 2009. Replacement for Alex Contreras.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Acceptance of Management Resignations

#### RECOMMENDATION

It is recommended that the Board of Trustees accept the resignation of Denise Schaper, Director, Student Life, SBVC, effective July 15, 2009 and Cidhinnia Torres-Campos, Director of Research & Planning, CHC, effective July 30, 2009.

#### **OVERVIEW**

Ms. Schaper has submitted a letter of resignation from employment effective July 15, 2009, after four years of service to the District.

Ms. Torres-Campos has submitted a letter of resignation from employment effective July 30, 2009, after two years of service to the District.

#### **ANALYSIS**

The Human Resources Department has provided Ms. Schaper and Ms. Torres-Campos acceptance of their resignation from employment.

#### **BOARD IMPERATIVE**

None.

## **FINANCIAL IMPLICATIONS**

No financial impact.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Doctoral Stipend for Manager

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the doctoral stipend for Marshall Gartenlaub, Initiative Director, ACT, retroactive to May 1, 2006.

#### **OVERVIEW**

Mr. Gartenlaub was hired as the Initiative Director, ACT, on September 1, 2003, and obtained his doctorate degree on December 17, 2003. He has been working as the Initiative Director, ACT, without reimbursement. However, since he holds a doctorate degree, he is entitled to the doctoral stipend of \$95.00 per month.

#### **ANALYSIS**

All management employees on the management salary schedule who hold the doctorate degree are entitled to an additional stipend in the amount of \$95.00 per month.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

Included in the 2009-10 budget. The stipend will be funded by the CACT Leadership Grant.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Reclassification of Management Position –

Director, Community Relations & Resource Development, SBVC, to

Director, Resource Development

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the reclassification of the management position, Director, Community Relations & Resource Development, SBVC, to Director, Resource Development effective September 1, 2009.

#### **OVERVIEW**

The Director of Community Relations & Resource Development position at SBVC is being reclassified to Director of Resource Development, which is the equivalent position at Crafton Hills College. Both positions perform the same duties and have the same education and experience requirements to perform the duties of the position. In order to treat both positions in an equitable manner we need to place them on the same level.

#### **ANALYSIS**

In order to treat both positions in an equitable manner we need to place them on the same level.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Salary Adjustment for Management

Employee – Director, Community Relations & Resource Development,

SBVC, to Director, Resource Development

#### RECOMMENDATION

It is recommended that the Board of Trustees approve the salary adjustment for Donna Hoffmann, from Director, Community Relations & Resource Development, SBVC, to Director, Resource Development, SBVC, effective September 1, 2009.

#### **OVERVIEW**

The Director of Community Relations & Resource Development position at SBVC is being reclassified to Director of Resource Development, SBVC, which is the equivalent position at Crafton Hills College. Both positions perform the same duties and have the same education and experience requirements to perform the duties of the position. In order to treat both positions in an equitable manner we need to place them on the same level.

#### **ANALYSIS**

Since the position is being reclassified, the incumbent in the position must have a salary adjustment to fit the new classification. The incumbent will be placed on Range 15, Step E, \$8,362 per month, management salary schedule, effective September 1, 2009.

## **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renee Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval for Management Tuition Reimbursement

#### RECOMMENDATION

It is recommended that the Board of Trustees approve the request for management tuition reimbursement.

#### **OVERVIEW**

Herbert L. English, Jr., Director of EOP&S/CARE, is requesting tuition reimbursement for the California State University Fullerton doctoral program in Community College Leadership, a three year program beginning Fall, 2009.

#### **ANALYSIS**

This request is in compliance with Board Policy 7250 which states that management personnel on the management salary schedule shall be eligible for tuition cost reimbursement from an accredited institution and no tuition cost paid by the District is to exceed 80% of a per unit basis cost of similar course work at the University of California.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence

#### FINANCIAL IMPLICATIONS

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources & Employee

Relations

PREPARED BY: Renee Brunelle, Vice Chancellor, Human Resources & Employee

Relations

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Revised Management Job Description

#### RECOMMENDATION

It is recommended that the Board of Trustees approve the revised job description for Director, District Computing Services.

#### **OVERVIEW**

Due to an unsuccessful recruitment for the Director, District Computing Services, additional analysis of similar and comparable positions was conducted. The findings support the revision of the minimum requirements for the position.

#### **ANALYSIS**

Based on further analysis of similar and comparable positions and the lack of sufficient candidates for the Director, District Computing Services, the hiring manager is requesting revision of the minimum requirements for the position.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

## DIRECTOR, DISTRICT COMPUTING SERVICES

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are <u>not</u> intended to reflect all duties performed within the job; however, any additional duties will be reasonably related to this class.

#### **SUMMARY DESCRIPTION**

Under direction, of the Executive Director of Distributed Education and Technology Services, provides leadership for all aspects of information technology, which include academic, student services, and administrative networks; support of all District applications and information systems; and user support services. Directly oversees the application programming and systems management groups who are responsible for configuration, security, resource monitoring and reporting, and the development of specialized and custom programs. In collaboration with District constituencies and representative committees, is responsible for the development of District's Strategic and Tactical Technology plans.

#### REPRESENTATIVE DUTIES

The following duties are typical for this classification.

- 1. Manage and coordinate the planning and implementation of administrative computing, network services, and the District telecommunication support.
- 2. Develop and maintain District-wide Computing Services master plan and long term strategies for computers, telecommunications, and information systems, along with recommendations for appropriate budget.
- 3. Design and maintain the District-wide databases, decision support systems and information systems.
- 4. Develop and administer the department's annual operating budget; approve the forecast of funds need for staffing, equipment, materials and supplies; approve expenditure and implement budgetary adjustments as appropriate and necessary.
- 5. Assist the Executive Director of Distributed Education & Technology Services on institutional planning and projects.
- 6. Work closely with the colleges and departments to assess needs; coordinate plan and activities including development projects that involve the administrative systems, the coordination of software upgrades and the installation of new products.
- 7. Monitor and evaluate system performance and initiate necessary corrective action to assure continuity of services to meet the District's technology and information services needs.
- 8. Ensure effective and efficient delivery of system design, applications development and technological support of District-wide academic and administrative programs.
- 9. Promote the use of alternative media and assistive technology.
- 10. Chairs appropriate District-wide technology and computing committees.
- 11. Anticipates, prevents and resolves problems and concerns.
- 12. Perform related duties as required.

#### **QUALIFICATIONS**

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

#### **Knowledge of:**

Advanced principles, practices and current trends and technology in the field of information systems.

Pertinent federal, state and local laws, regulations, policies affecting the information infrastructure and related technology and systems.

Methods and techniques of application development, system design and programming.

Operational characteristics in personal computers, operating and network systems.

Principles and practices of budget preparation and administration.

Principles of supervision, training and performance evaluation.

#### **Ability to:**

Demonstrate effective time management and organizational skills.

Adapt to changing technologies and learn functionality of new systems and equipment.

Research, evaluate, and implement new technologies, development tools and products.

Make recommendations and implement processes, methods and programs to continually improve systems.

Oversee, direct, and coordinate the work of lower level staff.

Participate in the selection and recommendation, supervision, training, and evaluation of staff.

Provide leadership based on ethics and principles as they relate to the functions and operations of the assigned area.

Demonstrate professionalism, fairness and honesty in all aspects of the performance of the duties.

Participate in the development and administration of goals, objectives, and procedures for assigned area.

Demonstrate a sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of community college students and personnel, including those with physical or learning disabilities.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>Education and Experience Guidelines</u> - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Education/Training:**

A Bachelor's Degree from an accredited college or university with major course work in computer science, management information systems, <u>business administration</u> or a related field.

#### **Required Experience:**

Four years of modern instructional network technology experience including two years of administrative or supervisory responsibility.

#### **Preferred Experience:**

- 1. A Master's Degree from an accredited college or university with major course work in computer science, management information systems, <u>business administration</u> or a related field.
- 2. Instructional network technology experience in an education environment, preferably a Community College.
- 3. Demonstrated knowledge and/or experience in implementing and working with a virtualized infrastructure and ERPs.

#### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**Environment:** Work is performed primarily in a standard office setting with extended periods of time viewing computer monitor.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

<u>Vision</u>: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

**Hearing**: Hear in the normal audio range with or without correction.

Board Approved: February 12, 2009

Revised: August 13, 2009

Range: 19

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC &

Gloria M. Harrison, President, CHC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of District Volunteers

#### **RECOMMENDATION**

It is recommended that the Board of Trustees approve District Volunteers.

#### **OVERVIEW**

The individuals on the attached list have volunteered their services and acknowledge that they will not receive payment of any kind for services performed.

#### **ANALYSIS**

Assignments performed by volunteers will not take away responsibilities or duties of regular academic or classified employees.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

No financial impact.

## Crafton Hills College

Ferracone, Donna,	Public Safety & Services	8/14/09-6/30/10
Jabr, Alexandra	Public Safety & Services	8/14/09-6/30/10
Mondragon, Laura	Health Services	8/14/09-6/30/10
Wilson, Debbie	Counseling Office	8/14/09-12/30/09

## San Bernardino Valley College

Galindo, Alicia Rivera, Evelyn Vasones, Yvette Zamorez, Marisa Days, Scotty Blumenthal, Kyle Ragan, Clarence Araujo, Ned Beckum, Zach Shelton, Charles Lomax, Bill Webb, Pamela Adkins, Shane Bland, Evelyn Kodad, Vicki Bolter, Richard Treadway, Ollie Terrell, Jimmie Alston, Tammie Mendoza, Delfina Gonzales, Rosemary Richards, Robert Harter-Spear, Joan Ramirez-Ramirez, Patricia Beauvry, Alfred Caulk, Roger Yasuhara, Phil Carter, Jessica Chavez, Sharcorria Simmons, Takeshia Nguyen, Daniel Flores, Abril Adame, Juan Albert, Keisha Alvarado, Maria T. Alvarez, Adriana Alvarez, Miguel Angulo, Denise Arias, Karla	Athletics Athletics Athletics Athletics Athletics Athletics Athletics Athletics Athletics Mathematics Mathematics Mathematics Mathematics Mathematics Mathematics Applied Tech Tech/Automotive Human Services Tutoring Center Art Art Art CalWORKs CAHSEE Marketing & PR Valley Bound	8/14/09-6/01/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-11/25/09 8/14/09-12/20/09 10/23/09 - only 09/18/09 - only 09/18/09 - only 09/18/09 - only 8/14/09-12/11/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-12/31/09 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10
Alvarez, Miguel Angulo, Denise	Valley Bound Valley Bound	8/14/09-6/30/10 8/14/09-6/30/10

Barajas, Diana	Valley Bound	8/14/09-6/30/10
Barragan, Daisy	Valley Bound	8/14/09-6/30/10
Benavides, Adriana	Valley Bound	8/14/09-6/30/10
Briggs, David	Valley Bound	8/14/09-6/30/10
Brown, Briana	Valley Bound	8/14/09-6/30/10
Cabansag, Victoria	Valley Bound	8/14/09-6/30/10
Campbell, Shanay	Valley Bound	8/14/09-6/30/10
Carrasco, Andrew	Valley Bound	8/14/09-6/30/10
•	Valley Bound	8/14/09-6/30/10
Casillas, Hugo		
Castillo, Violeta	Valley Bound	8/14/09-6/30/10
Cervantes, Athziry	Valley Bound	8/14/09-6/30/10
Cervantes, Jose	Valley Bound	8/14/09-6/30/10
Contreras, Carolina	Valley Bound	8/14/09-6/30/10
Contreras, Felipe	Valley Bound	8/14/09-6/30/10
Covarrubias, Ricardo N.	Valley Bound	8/14/09-6/30/10
Davila, Olivia	Valley Bound	8/14/09-6/30/10
Dawson, Tarae	Valley Bound	8/14/09-6/30/10
DeLaPaz, Rosa	Valley Bound	8/14/09-6/30/10
Diaz, Omar	Valley Bound	8/14/09-6/30/10
Douglas, Jimina	Valley Bound	8/14/09-6/30/10
Escobedo, Patricia	Valley Bound	8/14/09-6/30/10
Espinoza, Jesus	Valley Bound	8/14/09-6/30/10
Estrada, Eduardo	Valley Bound	8/14/09-6/30/10
Fields, Chanisse	Valley Bound	8/14/09-6/30/10
Gage, Amber	Valley Bound	8/14/09-6/30/10
Garcia, Daisy	Valley Bound	8/14/09-6/30/10
	•	8/14/09-6/30/10
Garcia, Nadine	Valley Bound	
Godsey, Cristine	Valley Bound	8/14/09-6/30/10
Gonzalez, Carla	Valley Bound	8/14/09-6/30/10
Green, Marcus	Valley Bound	8/14/09-6/30/10
Guerrero, Mariel	Valley Bound	8/14/09-6/30/10
Gurrola, Elizabeth	Valley Bound	8/14/09-6/30/10
Gutierrez, Yaquelin	Valley Bound	8/14/09-6/30/10
Guzman, Alma D.	Valley Bound	8/14/09-6/30/10
Haro, Cesar	Valley Bound	8/14/09-6/30/10
Hoge, Jessmyn T.	Valley Bound	8/14/09-6/30/10
James, Michelle	Valley Bound	8/14/09-6/30/10
Kennedy, Cusara	Valley Bound	8/14/09-6/30/10
Landeros, Anary	Valley Bound	8/14/09-6/30/10
Lansangan, Brandon	Valley Bound	8/14/09-6/30/10
Lopez, Rafael	Valley Bound	8/14/09-6/30/10
Lucero, Victor	Valley Bound	8/14/09-6/30/10
Ly, Manita	Valley Bound	8/14/09-6/30/10
Lynch, Chelsea	Valley Bound	8/14/09-6/30/10
Manning, Tatiana	Valley Bound	8/14/09-6/30/10
Martin, Selene C.	Valley Bound	8/14/09-6/30/10
-	Valley Bound	8/14/09-6/30/10
Mayorga, Marcos	•	
McAfee, Temaris	Valley Bound	8/14/09-6/30/10
Miranda, Gloria	Valley Bound	8/14/09-6/30/10
Mora, Mayra	Valley Bound	8/14/09-6/30/10
Morentin, Krystal	Valley Bound	8/14/09-6/30/10

Munoz, Jennifer Munoz, Leanne Y. Najar, Marisela Ojeda, Gloria Orozco, Angel Orozco, Kenia Ortega, Jorge Perez, Ivette Petersen, Crystal Raney, Christina Resendiz, Marcelino Roberson, Ida M. Rodriguez, Jessica Ruiz, Andres Ruiz-Alvarez, Vanessa Ruvalcaba, Brenda Samaniego, Javier Shaddox, Kaylee	Valley Bound	8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10 8/14/09-6/30/10
Sibley, Miesha Solano, Malorie D.	Valley Bound Valley Bound	8/14/09-6/30/10 8/14/09-6/30/10
Tapia, Araceli	Valley Bound	8/14/09-6/30/10
Valdez, Leticia	Valley Bound	8/14/09-6/30/10
Vann, Bryjon (BJ)	Valley Bound	8/14/09-6/30/10
Vasquez, Jose Vasquez, Pedro	Valley Bound Valley Bound	8/14/09-6/30/10 8/14/09-6/30/10
Venegas, Jesse	Valley Bound	8/14/09-6/30/10
Viera, Nathania	Valley Bound	8/14/09-6/30/10
Walker –Haywood, Teresa	Valley Bound	8/14/09-6/30/10
Wilson, Jontavia	Valley Bound	8/14/09-6/30/10
Witrago, Georgiana	Valley Bound	8/14/09-6/30/10
Yzaguirre, Eddie	Valley Bound	8/14/09-6/30/10

## <u>District</u>

Funn, Steve	KVCR	7/1/09-6/30/10
Jahn, Erica	KVCR	7/1/09-6/30/10
Kelley, Drake	KVCR	7/1/09-6/30/10
Lanier, Alyssa	KVCR	7/1/09-6/30/10
Lanier, Carrol	KVCR	7/1/09-6/30/10
Lanier, Dana	KVCR	7/1/09-6/30/10
Lanier, Jacquelyn	KVCR	7/1/09-6/30/10
McDonald, Tracy	KVCR	6/27/09-8/7/09
Pierick, Ruth Ann	KVCR	7/1/09-6/30/10
Pierick, Tom	KVCR	7/1/09-6/30/10
Proctor, Ronda	KVCR	7/1/09-6/30/10
Reaves, Lynn Ann	KVCR	7/1/09-6/30/10
Stiller, Diana	KVCR	7/1/09-6/30/10
Yamamoto, June	KVCR	7/1/09-6/30/10

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**PREPARED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Routine Contracts and Agreements

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve or ratify the attached list of routine contracts and agreements.

## **OVERVIEW**

In accordance with Board policy 6340, the attached list is submitted for Board ratification and/or approval.

# **ANALYSIS**

The attached list of contracts and agreements are routine, customary and necessary for the on-going operations of the District.

## **BOARD IMPERATIVE**

III – Resource Management for Efficiency, Effectiveness and Excellence.

# **FINANCIAL IMPLICATIONS**

The contracts/agreements on the attached list are budgeted for via purchase orders or in the case of grants via budget adjustments.

# Routine Contracts and Agreements Scheduled Board Date 8/13/2009

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
CalWorks Child Care	Turpose una Injornation	Department / Location	IIIIouiii	Signed
Ashley, Aji	(6070) CalWorks Childcare - Parent - Andre Bey, Asia for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	ew- Calworks/SBVC	\$143.44 Per Week	SSutorus
Barlow, Carolyn Renee	(6083) CalWorks Childcare - Parent - Williamson, Julie for FY 2009-2010 Term: 7/21/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	Calworks/SBVC	\$150.00 Per Week	SSutorus
Benavides, Maria	(6082) CalWorks Childcare - Parent - Pennington, Alejandra for FY 2009-2010 Term: 7/21/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	Calworks/SBVC	\$143.44 Per Week	SSutorus
Burkeybile, Joseph	(6068) CalWorks Childcare - Parent - Burkeybile, Rebecca for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	Calworks/SBVC	\$279.40 Per Week	SSutorus

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Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
CalWorks Child Care	T. Control of the Con	·		
Carmichael Family Childcare	(6084) CalWorks Childcare - Parent - Christopher, Kamesha for FY 2009-2010 Term: 7/21/2009 - 6/30/2010 01-46-01-8120-0266-7460.00-0732	Calworks/SBVC	\$151.07 Per Week	SSutorus
Carmichael Family Childcare	(6085) CalWorks Childcare - Parent - Lemon, Frabresha for FY 2009-2010 Term: 7/21/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	Calworks/SBVC	\$159.37 Per Week	SSutorus
Faith Lutheran Daycare Center	(6072) CalWorks Childcare - Parent - Soward, Crystal for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	Calworks/SBVC	\$649.00 Per Week	SSutorus
Kidz Rock Learning Center	(6067) CalWorks Childcare - Parent - Baroi, Isaac P. for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-5120.00-7320	Calworks/SBVC	\$592.00 Per Month	SSutorus
Ortiz, Ligia	(6066) CalWorks Childcare - Parent - Ortiz, Vanessa for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	Calworks/SBVC	\$260.32 Per Week	SSutorus

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
CalWorks Child Care				
Perry Family Child Care - Michelle Perry	(6071) CalWorks Childcare - Parent - Martin Wilda for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	Calworks/SBVC	\$159.37 Per Week	SSutorus
Rogers, Annie	(6069) CalWorks Childcare - Parent - Rogers Davida for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-7600.00-7320	s, Calworks/SBVC	\$135.96 Per Week	SSutorus
SubTotal for CalWorks Child C	Care: 11			
CalWorks Off-Campus Work S	<u>tudy</u>			
San Bernardino, County Of, Public Defenders Office	(6065) CalWorks Workstudy - Student - Gibson, Shawna for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-5120.00-6470	Calworks/SBVC 5% of	\$10.25 f Hourly Rate Reimbursed	SSutorus
San Bernardino, County Of, Public Defenders Office	(6063) CalWorks Workstudy - Student - Menald, Shaunte for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 07-46-01-8120-0266-5120.00-6470	Calworks/SBVC 5% of	\$10.25 f Hourly Rate Reimbursed	SSutorus

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
CalWorks Off-Campus Work S	tudy			
San Bernardino, County Of, Public Defenders Office	(6064) CalWorks Workstudy - Student - Quintero, Vanessa for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-5120.00-6470	Calworks/SBVC 5% of Hourly F	\$10.25 Rate Reimbursed	SSutorus
Think Together	(6061) CalWorks Workstudy - Student - Carter, Jessica J. for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-5120.00-6470	Calworks/SBVC 5% of Hourly F	\$10.00 Rate Reimbursed	SSutorus
Think Together	(6062) CalWorks Workstudy - Student - Chavez, Sharocorria for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-5120.00-6470	Calworks/SBVC 5% of Hourly F	\$12.00 Rate Reimbursed	SSutorus
Yucaipa, City of	(6059) CalWorks Workstudy - Student - Gibson, Matthew for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-5120.00-6470	Calworks/SBVC 5% of Hourly F	\$8.75 Rate Reimbursed	SSutorus
Yucaipa, City of	(6060) CalWorks Workstudy - Student - Soward, Crystal M. for FY 2009-2010 Term: 7/20/2009 - 6/30/2010 01-46-01-8120-0266-5120.00-6470	Calworks/SBVC 5% of Hourly F	\$8.75 Rate Reimbursed	SSutorus

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
CalWorks Off-Campus Work Stud		Бериниен / Босинон	Amount	Signed
SubTotal for CalWorks Off-Camp				
<u>Clinicals</u>				
Mountainview Generating Station	(6133) Clinical - Training Site Agreement for Use of Generating Station for Fire Technology Training Sessions Term: 7/1/2009 - 6/30/2010	Fire Technology/CHC	No Cost	BBaron
SubTotal for Clinicals: 1				
General				
American Septic Services, Inc	(6112) Rental - Rental and Service of Two Portable Toilets for Home Football Games for the 2009 Season Term: 9/1/2009 - 12/31/2009 01-00-01-1500-0000-5610.00-6969	Physical Education/SBVC	\$190.00	BBaron
America's Xpress Rent A Car	(6109) Rental - 8 Passage Full Size Van for Use by Physical Education Department for Intercollegic Sports Teams Transports for Away Games: Per Day Rate Includes both Tax and Insurance Term: 8/14/2009 - 6/30/2010 01-00-01-1501-0000-5611.00-0000	Physical Education/CHC	\$80.29 Per Day	BBaron
	01-00-01-1500-0000-5611.00-0000			

Contract Type				G. 1
Firm	Purpose and Information	Department / Location	Amount	Signed
<u>General</u>				
Barraza, Jeff	(6117) Service - DJ Services for WOW Event	Student Life/SBVC	\$250.00	BBaron
	and Information Fair at SBVC			
	Term: 8/19/2009 - 8/19/2009			
	73-00-01-8200-0306-5120.00-6960			
Bear Valley Unified School District	(6089) Rental - Rental of Classrooms at Big Bear High School for SBVC Satellite Campus Program for Fall 2009	Science/SBVC	\$5,298.00 Not to Exceed	BBaron
	Term: 8/14/2009 - 12/31/2009			
	01-00-01-8112-0000-5610.00-6010			
	01 00 01 0112 0000 0010.00 0010			
C.E.G Investigations	(6080) Service - Hearing Appeals Officer as Required Under the California Vehicle Code 40215 and 21113(a) for FY 2009-2010	District Police/SBCCD	\$800.00 Not to Exceed	BBaron
	Term: 7/1/2009 - 6/30/2010			
	01-00-03-9503-0000-5120.00-6770			
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Environmental Management Technologies	(6119) Service - Hazardous Waste Removal in Chemistry Labs at CHC	Maintenance/CHC	\$1,096.00	BBaron
-	Term: 8/14/2009 - 12/30/2009			

Thursday, July 23, 2009

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Contract Type				
Firm	Purpose and Information	Department / Location	Amount	Signed
<u>General</u>				
Federation of American Societies for Experimental Biology	(6114) Letter of Agreement & Understanding - Contractor to Provide Speakers for Career in Science Event and SBVC to Provide Room and Media Equipment Term: 11/13/2009 - 11/13/2009	Science/SBVC	No Cost	BBaron
Identix Incorporated	(6087) Service - Maintenance Agreement - Live Scan Fingerprinting Machine System for FY 2009-2010	District Police/SBCCD	\$2,694.00	BBaron
	Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5637.00-6770			
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Inland Inspection & Consulting	(4581) Professional Services - Inspection Services on New Construction Projects for Both SBVC and CHC: Amendment 1 - Reimbursables to Include Traval Expenses for any Pre-Approved Travel over 50 Miles Amount Not to Exceed \$5,000 Over the Life of the Contract Term: 11/9/2007 - 6/30/2010	Kitchell/SBCCD	Per Rate Schedule	BTemple
	42-56-31-3500-0000-6210.13-7100			
	42-56-32-9600-0000-6120.20-7100			

Contract Type				
Firm	Purpose and Information	Department / Location	Amount	Signed
<u>General</u>				
Kern County Superintendent of Schools	(6078) Consulting Service - Provide Direction and Guidance with New KVCR Media Building Project Term: 8/14/2009 - 6/30/2010 42-56-31-8121-0000-6210.00-7100	KVCR/SBCCD	\$80,000.00	BBaron
KTIE 590 Broadcasting	(6123) Advertising - Radio Ad to Promote PDC Programs  Term: 8/14/2009 - 8/19/2009 01-00-35-8115-0465-5801.00-6840	PDC/SBCCD	\$1,270.00	BBaron
Liquidation Company	(6122) Service - Auctioneer Services for Disposal of District Wide Surplus Assets; Cost to District is Up To 13% of Final Auction Sale Price Term: 7/1/2009 - 6/30/2010 01-00-03-9007-0000-8912.00-0000	Business Services/SBCCD Up to 13	3% of Auction Price	BBaron
Magnum Range Inc	(6077) Service - Provide Range Services for District Police Department at a Rate of \$9.75 Per Hour Per Person Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5120.00-6770 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	District Police/SBCCD	\$200.00 Not to Exceed	BBaron

Contract Type		B		G: I
Firm .	Purpose and Information	Department / Location	Amount	Signed
General  Moore, Rachel E.	(6135) Service - Directorial and Stage Management for SBVC Fall 2009 Production of "You're a Good Man Charlie Brown" Term: 8/17/2009 - 12/6/2009 01-40-01-3581-0000-5113.01-6890	Theater Arts/SBVC	\$1,200.00	BBaron
Pacific Parking Systems, Inc	(6075) Service - Maintenance Agreement for Vanguard XC and M4 Parking Systems Located on the SBVC Campus for FY 2009-2010  Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5630.00-6770  O1-00-03-9503-0000-5640.00-6770  Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	District Police/SBVC	\$4,725.00	BBaron
Party Plus Rentals	(6136) Rental - Rental of 3 Canopies and 30 Umbrellas for WOW Event Term: 8/20/2009 - 8/20/2009		\$593.51 ust Account 4141	BBaron
Red Star Fire Protection	(6129) Service - On demand Fire Extinguisher Recharge and Repair Service Term: 9/4/2009 - 6/30/2010 01-00-03-8514-0000-5580.00-6510	Facilities Planning/SBCCD	\$300.00 Not to Exceed	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General	1 arpose and information	Бериниси / Евсинон	Imoun	Signea
San Bernardino City Unified School District	(6140) CISCO - Sponsored Curriculum Academies Local Academy Agreement for Pacific High School at \$500 and Networking Academy Programs for San Bernardino High School and Cajon High School at \$2,000 each Term: 8/17/2009 - 6/30/2010	Program Development/CHC	\$4,500.00	BBaron
San Bernardino, County of, Sheriff's Department	(6120) Service - Dispatch Services for District Wide Campus Police Department; Amendment 1- Service Increase Number of Radios Increase cost by \$1,483 Term: 7/1/2008 - 6/30/2011 01-00-03-9503-0000-5120.00-6770		\$13,299.00 Contract Amount	BBaron
SES Event Safety, Inc - DBA Symons Emergency Specialist	(6110) Service - Paramedic and Ambulance Service for Home Football Games for the 2009 Season Term: 9/5/2009 - 11/14/2009 01-00-01-1500-0000-5120.00-6969	Physical Education/SBVC	\$2,000.00	BBaron
Shalimar Tours & Charter	(6111) Rental - Bus Rentals for Football Team Transportation to Away Games for the 2009 Season Term: 9/12/2009 - 11/7/2009 01-00-01-1500-0000-5611.00-6969	Physical Education/SBVC	\$8,157.38	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General Smith Seating Company, Inc	(6104) Rental - Rental of Grandstand Seating For Football Season Term: 8/14/2009 - 12/31/2009 01-00-01-1500-0000-5610.00-6969	Physical Education/SBVC	\$3,900.00	BBaron
Stanley Security Solutions (Formerly Sonitrol - IE)	(6079) Service - Installation and Monitoring of Alarm in New Technical Division Portable Buildings Term: 8/14/2009 - 6/30/2014 01-00-01-0950-8000-0563.00-6770	Administrative Services/SBVC \$133 Per Month N	\$5,543.00 Monitoring Fee	BBaron
Student Health 101	(6102) Service - Student Health 101 Online Subscription Service Term: 8/14/2009 - 6/30/2010 01-00-01-0821-0031-0583.00-6440	Health Services/SBVC	\$1,600.00	BBaron
Studica, Inc	(6125) Software - 20 Licenses for Autodesk Maya Super Packet for One Year Term: 7/1/2009 - 6/30/2010 01-12-02-4633-0457-5830.00-0702 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Program Development/CHC	\$22,837.50	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signad
<u>General</u>	1 urpose and Information	Department / Location	Amount	Signed
Total Compensation Systems, Inc	(6142) Consulting - Actuarial Information for Compliance with GASB Standards as Required Every Two Years Term: 8/14/2009 - 10/31/2009 01-00-03-9004-0000-5113.00-6730	Human Resources/SBCCD	\$6,300.00	BBaron
Tri-State Accommodations	(6134) Service - Transportation of Two Cadavers To and From Loma Linda University Term: 8/14/2009 - 6/30/2010 01-00-02-4691-0000-5120.00-0410	Biology/CHC	\$550.00	BBaron
	01-00-02-8100-0000-5120.00-6770			
Universal Hospital Service	(6091) Rental - Respiratory Equipment for Student Use in Clinical Lab for FY 2009-2010 Term: 8/14/2009 - 6/30/2010 01-12-02-5622-0457-5610.00-1210	Respiratory Care/CHC	\$1,000.00 Not to Exceed	BBaron

Contract Type				
Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified				
AirGas West, Inc	(6106) Rental - Helium Tank Rental to Promote Student Life Programs Term: 7/1/2009 - 6/30/2010 73-00-01-8200-0306-5610.00-6960 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Student Life/SBVC	\$90.00	BBaron
American Public Television	(6090) Service - Program Exchange for KVCR-TV Station for FY 2009-2010 Term: 7/1/2009 - 6/30/2010 74-00-03-8110-0108-5831.00-7099 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	KVCR/SBCCD	\$6,771.00	BBaron
ARS Enterprises, Inc - Autoclave Repair Division	(6100) Service - Preventative Maintenance Agreement - Sterilizer Term: 7/1/2009 - 6/30/2010 01-00-02-9520-0000-5360.00-6599 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Science/CHC	\$2,034.90	BBaron
ARS Enterprises, Inc - Autoclave Repair Division	(6108) Service - Preventative Maintenance Agreement for Sterilizer Term: 8/14/2009 - 6/30/2010 01-00-01-4690-0000-5630.00-0403 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Science/SBVC	\$1,520.00	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified	1 urpose ana injornation	Department / Location	nnount	Signeu
Big Z Auto Works	(6074) Service - Tow Service for SBVC/SBCCD Area at the Request of District Police Term: 7/1/2009 - 6/30/2010	District Police/SBVC	\$300.00 Not to Exceed	BBaron
	01-00-03-9503-0000-5120.00-6770			
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Bridges Transitions, Co	(6092) Software - Site License for Choices Explorer	Program Development/CH	C \$1,700.00	BBaron
	Term: 7/1/2009 - 6/30/2010 01-12-02-8102-0457-5830.00-6340			
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Community College League of California	(5921) Service - Provide Professional, Technical and Management Services at a Rate of \$600 for One-Half Day on 05/04/09, and \$600 for One-Half Day on 05/14/09:Contract Original Approved 05/14/2009: Contract Revised to Include Reimbursement of Travel Expenses Term: 5/4/2009 - 5/14/2009 01-00-03-9000-0000-5120.00-6600	Chancellor/SBCCD	\$1,200.00 Plus Travel Expenses	NVela
	Ratified - Ratification is Requested, Contract Not Received In Time for Previous Board Meetings			

Contract Type	December 2 and I before ation	Demonstra and / Leasting	A	Ciama I
Firm  General - Ratified	Purpose and Information	Department / Location	Amount	Signed
ComputerLand of Silicon Valley	(6132) Software - SYMC Multi-Tier Protection 11.0.2 and SYMC Antivirus for MAC Term: 7/1/2009 - 6/30/2010 01-00-03-9010-0000-5830.00-6780 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Distance Education/SBCCD	\$28,879.92	BBaron
Culligan International Water Treatment Systems	(6116) Service - Water Treatment Services for SBVC Boilers Term: 7/1/2009 - 6/30/2010 01-00-01-9508-0000-5531.00-6770 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Maintenance/SBVC	\$6,804.00	BBaron
Eureka	(6099) Software - Site License for Eureka Software Term: 7/1/2009 - 6/30/2010 01-12-02-8102-0457-5830.00-6340 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Program Development/CHC	\$2,387.06	BBaron
Golden Valley Medical, Inc	(6101) Rental - Oxygen Tank Rental for Respiratory Care Program Term: 7/1/2009 - 6/30/2010 01-00-02-5622-0000-5120.00-1210 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Program Development/CHC	\$530.00	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified	- mpere man enjectmenter	- · · · · · · · · · · · · · · · · · · ·		2.3
Harland Technology Services	(6093) Service - Maintenance Agreement for OP6 MDL36 Dual RFLT Read Head Term: 7/1/2009 - 6/30/2010 01-74-01-8207-0232-5637.00-6320	Counseling/SBVC	\$1,109.00	BBaron
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
IKON Office Solutions	(6098) Service - Maintenance Agreement for Cannon IRC3220 Term: 7/1/2009 - 6/30/2010 01-00-25-9016-0155-5637.00-6600	Foundation/CHC	\$1,256.20	BBaron
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
KON Office Solutions	(6118) Service - Maintenance Agreement for Cannon IRC3220 Term: 7/1/2009 - 9/30/2009 01-00-15-9016-0155-5637.00-6600	Research & Planning/SBVC	\$312.00	BBaron
IKON Office Solutions	(6115) Service - Maintenance Agreement for Cannon IRC51801 Term: 7/1/2009 - 9/30/2009 01-00-01-9002-0000-5637.00-6600	President/SBVC	\$326.25	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified				
IKON Office Solutions	(6128) Service - Maintenance Agreement for RJCOH-AF3228C	PDC/SBCCD	\$776.61	BBaron
	Term: 7/1/2009 - 6/30/2010 01-12-03-8115-0448-5637.00-6840			
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Jefferson, Stephanie DBA S. Jefferson Transcription Services	(6088) Service - Transcription Services for District Police Department Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5120.00-6770	District Police/SBCCD	\$250.00 Not to Exceed	BBaron
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Larry Malmberg Investigations	(6139) Professionals Services - Background Investigator Services Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5120.00-6770	Human Resources/SBCCD	\$700.00 Not To Exceed	BBaron
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Michael J. O'Day & Associates	(6138) Professional Services - Background Investigations Service Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5120.00-6770 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Human Resources/SBCCD	\$2,000.00 Not to Exceed	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified		•		- C
Myers Information Systems	(6105) Service - Automated TV Service for KVCR-TV Station Term: 7/1/2009 - 6/30/2010 74-00-03-8110-0110-8563.00-7099 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	KVCR/SBCCD	\$1,182.50	BBaron
Pacific Parking Systems, Inc	(6076) Service - Maintenance Agreement for System 6 Parking System on CHC Campus for FY 2009-2010 Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5630.00-6770  O1-00-03-9503-0000-5640.00-6770 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	District Police/CHC	\$2,400.00	BBaron
Print & Finishing Solutions	(6113) Service - Preventative Maintenance Agreement for Printing Equipment Term: 7/1/2009 - 6/30/2010 01-00-03-9507-0000-5630.00-6770 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Publications/SBCCD	\$5,480.00	BBaron

Contract Type				
Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified				
Rayne Water Conditioning	(6107) Service - Water Treatment for Microbiology Lab Plus Tank Rental Term: 7/1/2009 - 6/30/2010 01-00-01-4690-0000-5610.00-0403	Science/SBVC	\$1,076.40	BBaron
	01-00-01-4690-0000-5531.00-0403			
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
Redlands, City of	(6124) Filming Permit - Photography/Filming Permit for KVCR's Recording of Events at the Redlands Bowl Term: 6/30/2009 - 8/21/2009	KVCR/SBCCD	No Cost	Btemple
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			
So-Cal Office Technology (formerly MWB Business Systems)	(6081) Service - Maintenance agreement and Supplies for Sharp Copiers Through Out the District Sites for One Quarter July - September: Each Area to Cover Cost of Their Copies agreement Term: 7/1/2009 - 9/30/2009		\$11,000.00 Not to exceed	BBaron
	Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting			

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified	- mpear and enjarance	- · · · · · · · · · · · · · · · · · · ·		2.8
Southern California Boiler	(6121) Service - On Demand Boiler Repair and Maintenance for SBVC Campus Term: 7/1/2009 - 6/30/2010 01-00-01-9506-0000-5660.00-6510 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Maintenance/SBVC	\$15,000.00 Not to Exceed	BBaron
Stanley Security Solutions (Formerly Sonitrol - IE)	(6096) Service - Alarm Monitoring for Health/Life Science Building Term: 7/1/2009 - 6/30/2014 01-00-01-9508-0000-5630.00-6770 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Maintenance/SBVC	\$4,548.00	BBaron
Sun Newspaper, The	(6126) Advertising - Print Ad for Foster Parent Program for Fall 2009 Term: 8/1/2009 - 10/31/2009 01-00-01-8306-0209-5801.00-1305 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	Child Development/SBVC	\$8,850.00	BBaron
Think Together	(6137) MOU - Off-Site Workstudy Agreement for Placement of Federal Workstudy Students at a Non-District Site Location Term: 7/1/2009 - 6/30/2010 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting		No Addition Cost	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
General - Ratified				
Yale/Chase Material Handling	(6141) Service - Repair of Massy Fergurson Tractor Term: 7/1/2009 - 8/15/2009 01-00-01-9508-0000-5640.00-6770 Ratified - Ratification Requested the Contract was for Urgent Repair	Maintenance/SBVC	\$4,822.10	POngoco
SubTotal for General - Ratified:	30			
Grant/Award Income				
CCC Chancellor's Office	(5443) Grant - California High School Exit Exam Preparation Program Fund (CAHSEE) for the Funding Period 11-1-2008 to 10-31- 2009: Amendment 1 Extend Grant Period to 01-21-2010 Term: 11/1/2008 - 10/31/2009	Calworks/SBVC	\$400,000.00	RGerhard
CCC Chancellor's Office	(6130) Grant - Responsive Training Fund for Incumbent Workers Term: 6/1/2009 - 6/30/2010 01-00-03-8115-0471-5629.00-0000	PDC/SBCCD	\$316,499.00	NVela
CCC Chancellor's Office	(6086) Service - COTOP - Collecting of Debits Owed to SBCCD Through the State Chancellor's Office Tax Offset Program for FY 2009-2010 Term: 7/1/2009 - 6/30/2010	Fiscal Services/SBCCD	75% of Collected Debits	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
Grant/Award Income				
Community Christian College	(6131) Contact Education - Soft Skills Training for Older Youths Term: 7/1/2009 - 12/30/2009	PDC/SBCCD	\$8,000.00	BBaron
Foundation for Community Colleges	(5565) Interagency Agreement - SBVC's Automotive Smog Lab to be Use for State of California's BAR Smog Referee and Student Technician Training Program: Amemdment 1 - Time Extention to 06-30-2010 Term: 7/1/2008 - 6/30/2010	Technical Training/SBVC	\$12,000.00	POngoco
Pepe's Towing Service	(6073) Service - Towing Service for CHC Area at the Request of District Police Term: 7/1/2009 - 6/30/2010 01-00-03-9503-0000-5120.00-6770 Ratified - Ratification Requested the Contract was Not Received in time for Previous Board Meeting	District Police/CHC	\$300.00 Not to Exceed	BBaron
San Bernardino City Unified School District	(5688) Grant - As Part of AB172 SBVC Develop and Provide a Pre-Kindergarten and Family Literacy Program: Funded through the Formula of \$21.22 Per Child Per Instructional Day for 54 Children; Term Dates 02-12-2009 to 06-30-2009: Amemdment 1- Term Dates Through 06-30-2010 - Grant Increase of \$126,598.50 Term: 2/13/2009 - 6/30/2010	Child Care Center/SBVC Revised Not	\$209,569.50 to Exceed Value	BBaron

Contract Type Firm	Purpose and Information	Department / Location	Amount	Signed
Grant/Award Income				
Workability III Program	(6127) Contract Education - PDC to Provide Job Development and Pre-Employment Training for Program Participants Term: 8/14/2009 - 6/30/2010	PDC/SBCCD	\$18,900.00	BBaron

Grand Total Contracts for Board Date 8/13/2009: 85

 ${\it SubTotal for Grant/Award Income: } 8$ 

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Dr. Noelia Vela, Chancellor

PREPARED BY: Dr. Noelia Vela, Chancellor

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Conference Attendance

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve the attached conference attendance requests.

# **OVERVIEW**

Individual conference requests for professional growth and staff development for academic and classified staff are submitted by the campuses and the district office.

# **ANALYSIS**

Faculty and staff attend conferences to obtain updated information on policies and procedures in their fields. In addition, conference attendance provides professional growth and staff development.

# **BOARD IMPERATIVE**

- Institutional Effectiveness
- III. Resource Management for Efficiency, Effectiveness and Excellence
- IV. Enhanced and Informed Governance and Leadership

## FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.

## **DISTRICT**

**KENN COUCH** to Tulsa, Oklahoma, July 23-24, 2009 and San Antonio, Texas, July 30 and 31, 2009 to tape segments for the "People of the Pines" series, with time only. Accommodations will be paid by the KVCR Educational Foundation, Inc. These segments will be used in the third installment of programs produced by KVCR-DT and the San Manuel Band of Mission Indians. This production has been made possible by grants to the KVCR Educational Foundation, Inc. by San Manuel. Ratification is requested due to recent approval of travel destinations sites for series segments.

**OSMAN PARADA** to San Jose, California, August 13-16, 2009 to exhibit and market EduStream Services at the Multimedia Education Resource for OnLine Teaching (MERLOT), with time and expenses. Mr. Parada will be manning the EduStream exhibitor booth during the conference. Conference attendance fully funded by EduStream.

**ANDREW CHANG** to Phoenix, Arizona, July 27-August 7, 2009 to supervise the installation of the servers for the co-location site for EduStream, with time and expenses. Costs to be fully reimbursed by the EduStream grant. Ratification is being requested because travel dates were not confirmed until after the July Board meeting.

**DONALD L. SINGER** to Washington, DC, July 30-August 2, 2009 to attend the Association of Community College Trustees Board of Directors retreat. ACCT pays all expenses.

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Dr. Noelia Vela, Chancellor

**PREPARED BY:** Dr. Noelia Vela, Chancellor

Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of District/College Expenses

# RECOMMENDATION

It is recommended that the Board of Trustees approve the attached requests for District/College Expenses.

## **OVERVIEW**

Individual requests are submitted to fund expenses related to various functions planned for the colleges and district office.

# <u>ANALYSIS</u>

## **BOARD IMPERATIVE**

IV. Enhanced and Informed Governance and Leadership

# **FINANCIAL IMPLICATIONS**

Included in the 2009-10 budget.

# **DISTRICT**

Event: Retirement Celebration

Date: June 30, 2009

Amount: \$655.83

Item: Refreshments

The Applied Technology Training Center hosted a retirement celebration for Robert Temple and Frank Reyes in appreciation of their services to the District. Funding was through the Professional Development Center Economic Advancement Trust. This event was not approved at the July 2009 Board because it was not decided on until after the approval deadline.

Event: Board Retreat
Date: August 27, 2009
Amount: Not to exceed \$550.00

Catering services

Event: East Valley Collaborative Partnership Dinner

Date: September 1, 2009

Amount: \$700.00

Item:

Item: Food and supplies

This event gives the opportunity to outreach to schools and the community to showcase the Career Technical Education activities. Funded by the Senate Bill 70 grant.

Event: Nanotechnology Training

Date: August 17, 2009 through October 7, 2009

Amount: \$500.00

Item: Refreshments and supplies

Training will be held at the Donald F. Averill, Applied Technology Training Center and Bourns College of Engineering Labs and University of California, Riverside, and will consist of 90 hours of hands-on training that introduces participants to nanocharacterization. Funding is through the U.S. Department of Labor's Employment and Training Administration grant.

## **SBVC**

Event: Constitution Day Events
Date: September 17, 2009

Amount: \$1,000

Item: Giveaways/promotion items, Performance/Licensing fee, Publicity,

Supplies and Equipment

Sponsored by the Office of Student Life for approximately 3,000 attendees, this event is an American federal observance that recognizes the ratification of the US Constitution and those who have become US citizens. A film on the history of the US Constitution will be shown, pocket guides distributed and a voter registration drive will be conducted. Funding source is the Office of Student Life Trust.

Event: Dive In to Leadership Workshop

Date: October 16, 2009

Amount: \$500

Item: Refreshments and Supplies

Sponsored by the Office of Student Life with anticipated attendance of 40, this event is a half-day program open to all currently enrolled SBVC students, featuring guest speakers from campus and is designed to encourage and inspire leadership. Funding source is the Office of Student Life Trust.

Event: Inter-Club Council Club Rush

Date: September 23, 2009

Amount: \$600

Item: Umbrellas/E-Z Ups, Refreshments and Decorations/Giveaways

Sponsored by the Inter-Club Council, this bi-annual event for approximately 1,000 attendees will give student organizations an opportunity to assemble on campus to answer questions, sell/give away food and host games. Funding source is the Office of Student Life Trust.

Event: Joint SBVC/CHC Associated Student Government Meeting

Date: September 18, 2009

Amount: \$300

Item: Supplies, Food, Giveaways

Sponsored by the Associated Student Government, this event for 50 students, allows both campuses to discuss legislative issues and collaborate on activities for the coming year. Funding source is the Associated Student Government.

Event: Wolverine Days

Date: September 17, 2009, October 14, 2009, November 10, 2009, December

9, 2009; January 20, 2010, February 10, 2010, March 10, 2010 and April

14, 2010

Amount: \$2,000 (\$250 each event)

Item: Contracts, Giveaways/promotions, Supplies/Decorations

Sponsored by the Associated Student Government, this event is for approximately 300 students per event and is an in-reach event to provide social and educational activities based on thematic months for SBVC students. Funding source is the Associated Student Government.

Event: Student Employee & Volunteer Training Date: December 3, 2009 and May 27, 2010

Amount: \$1,000 (\$500 for each event)

Item: Food, Supplies, Equipment and Giveaways

Sponsored by the Office of Student Life, this event anticipates 60 attendees and provides end of the semester job training, development and employee morale. Funding source is the Office of Student Life.

Event: Associated Student Government Spring 2010 Retreat

Date: January 5-6, 2010

Amount: \$4,500

Item: Guest rooms, Food, Audio Visual and Giveaways/Supplies

Sponsored by the Associated Student Government for 20 students, this retreat provides leadership and lobbying training for student government representatives along with a status check on 2009-2010 goals and objectives. Funding source is the Associated Student Government.

Event: Black History Month Jazz Kitchen

Date: February 3, 2010

Amount: \$2,200

Item: Performance agreements, Publicity, Promotions, Food, Giveaways,

Supplies & Equipment

Sponsored by the Associated Student Government and Office of Student Life, this event for approximately 500 attendees will celebrate Black History Month with live jazz music and soul food. Funding source is the Associated Student Government and Office of Student Life.

Event: Spring 2010 General Elections

Date: April 5-8, 2010

Amount: \$5,000

Item: Contracts, Publicity, Promotions, Food, Giveaways, Supplies and

equipment

Sponsored by the Associated Student Government for approximately 12,000 students, this event is for the election of 2010-2011 Associated Student Government officers. Funding source is the Associated Student Government.

Event: SBVC Commencement

Date: May 21, 2010 (Rain back up date of May 22, 2010)

Amount: \$29,000

Item: Commencement Supplies, Postage, Rentals, Food, Other Expenses and

Fee

Sponsored by the Office of Student Life and Associated Student Government, this event is held to recognize AA and AS Degrees and Certificate recipients with an expected attendance of 6,000. Funding source is the Office of Student Life and the Associated Student Government.

Event: Transfer/College Fair, 2009

Date: October 14, 2009

Amount: \$2.800

Item: Rentals, Advertising, Decorations/supplies, Continental breakfast and

lunch

Sponsored by the Transfer Center, this event will have 75 college and university representatives on the SBVC campus to promote transfer opportunities, increase retention and transfer rates by providing awareness of requirements for public and private 4-year colleges and universities. Approximately 1,500 faculty, staff and students will attend. Funding source is the Transfer Center Budget and Trust Account.

Event: UCLA TAP/Transfer Conference (Transfer Alliance Program)

Date: November 20, 2009

Amount: \$1,387,46

Item: Bus Transportation

Sponsored by the Honors Program and Transfer Center, this event is for 53 SBVC honors students and faculty chaperones to learn, promote and increase transfer awareness and preparation for 4-year institutions with emphasis on the UC system. Funding source is the Honors Program and Transfer Center budget.

Event: CARE Mini Conference Date: October 23, 2009

Amount: \$1,500

Item: Food/beverages

Sponsored by CARE (Cooperative Agencies Resources for Education), this event will include guest speakers on Health & Wellness, Dress 4 Success, Self-Esteem and Leadership, awards will be presented and lunch will be served to approximately 100 students and staff at SBVC. Funding source will be the CARE budget.

Event: Fall Athletic BBQ Date: August 20, 2009

Amount: \$300.00

Item: Refreshments and supplies

The Athletics Department will host new and returning students for the Fall semester. Funding source will be the Athletic Trust Account.

Event: Athletic Compliance Meeting

Date: August 27, 2009

Amount: \$700.00

Item: Refreshments and Supplies

This is the annual required athletic compliance meeting for all head coaches, assistant coaches, volunteer coaches, administrators and staff within the Athletics Department. Funding source will be the Athletic Trust Account.

Event: SBVC Financial Aid Awareness

Date: May 15, 2009

Amount: \$120 Item: Bus Rental

Sponsored by Financial Aid, the event was Board approved on 5/14/09, which included the bus rental contracts for other area schools. Ratification is requested due to the fact the contract and PR were not created for Colton High School to transport 50 students to SBVC at the time of submission for Board approval and inadvertently missed. Funding source was from the Matriculation Categorical funding.

Event: Statewide Student Senate Region IX Meeting

Date: August 7, 2009

Amount: \$300

Item: Supplies, Food and Giveaways

Sponsored by the Associated Student Government, this event is a monthly meeting of regional representatives to discuss legislative issues and collaborate on activities. Ratification is requested due to the regional request coming after the previous Board deadline. Funding source is Associated Student Government.

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Dr. Noelia Vela, Chancellor

PREPARED BY: Dr. Noelia Vela, Chancellor

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Individual Memberships

# RECOMMENDATION

It is recommended that the Board of Trustees approve the attached request for individual memberships.

# **OVERVIEW**

# <u>ANALYSIS</u>

Individual memberships related to job duties are submitted when institutional memberships are not available.

# **BOARD IMPERATIVE**

- I. Institutional Effectiveness
- IV. Enhanced and Informed Governance and Leadership

# **FINANCIAL IMPLICATIONS**

Included in the 2009-10 budget.

# **DISTRICT**

Employee: Debra Smith Membership: AAA

Amount: \$47

Employee: Dan Kelly Membership: AAA

Amount: \$24

The AAA membership provides for contingency roadside assistance and towing for the drivers of the District's courier van. These memberships were approved at the July 9, 2009 Board meeting; however, the amounts were incorrect.

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**PREPARED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Surplus Property and Authorize Disposal or Private

Sale

# **RECOMMENDATION**

It is recommended that the Board of Trustees declare the listed equipment and materials as surplus and direct the Purchasing Agent to contact auction houses and appropriate salvage companies for the disposal.

# **OVERVIEW**

The attached equipment and materials have been declared obsolete and no longer usable.

# **ANALYSIS**

Through reputable auction houses and salvage companies, these items will be picked up and transported to vendor facilities for sale or disposal as necessary. According to Education Code 81452, if the governing Board, by a unanimous vote of those members present, finds that the property, whether one or more items does not exceed in value the sum of Five Thousand Dollars (\$5,000), the property may be sold at private sale without advertising by the District.

## **BOARD IMPERATIVE**

III. Resource management for efficiency, effectiveness and excellence.

## FINANCIAL IMPLICATIONS

A statement and check for equipment sold will be provided to the District within 30 days after the date of auction and will positively impact the District budget.

Attachments

# Non-Fixed Asset Surplus August 13, 2009

- 1. Three-drawer file cabinet, horizontal (2)
- 2. Table (1)
- 3. Four-drawer file cabinet, horizontal (4)
- 4. Four-drawer file cabinet, vertical (1)
- 5. Wheel chair (4)
- 6. Hepa filter m/d #nsa7100 (1)
- 7. Analog meter (1)

End

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Dr. Noelia Vela, Chancellor

PREPARED BY: Dr. Noelia Vela, Chancellor

**DATE:** August 13, 2009

SUBJECT: Consideration of Approval of a Facility Use Fee Waiver –

Professional Development Center

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve a facility-use fee waiver for Congressman Joe Baca's staff to use the Corporate Training Room in the Professional Development Center on August 11, 2009.

#### OVERVIEW

Congressman Joe Baca has asked to use the Corporate Training Room in the Professional Development Center for a meeting.

# **ANALYSIS**

In line with supporting community services, the SBCCD requests that the facility use fee be waived for Congressman Joe Baca on August 11, 2009.

## **BOARD IMPERATIVE**

IV. Enhanced and Informed Governance and Leadership

## FINANCIAL IMPLICATIONS

No budget implications.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Dr. Noelia Vela, Chancellor

PREPARED BY: Dr. Noelia Vela, Chancellor

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of a Facility Use Fee Waiver – District Office

**Board Room** 

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve a facility-use fee waiver for the San Bernardino City Manager's Office to use the Board Room on August 24, 2009.

# **OVERVIEW**

San Bernardino City Manager Charles McNeely has asked to use the Board Room for his department head retreat.

#### **ANALYSIS**

In line with supporting community services, the SBCCD requests that the facility use fee be waived for the San Bernardino City Manager's Office on August 24, 2009.

# **BOARD IMPERATIVE**

IV. Enhanced and Informed Governance and Leadership

#### FINANCIAL IMPLICATIONS

No budget implications.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Acceptance of Academic Resignation

# **RECOMMENDATION**

It is recommended that the Board of Trustees accept the resignation of Mark Jonasson, Instructor, Anatomy & Physiology, CHC, effective July 24, 2009.

# **OVERVIEW**

Mr. Jonasson has submitted a letter of resignation from employment effective July 24, 2009, after twelve years of service to the District.

#### **ANALYSIS**

The Human Resources Department has provided Mr. Jonasson acceptance of his resignation from employment.

#### **BOARD IMPERATIVE**

None.

# **FINANCIAL IMPLICATIONS**

No financial impact.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Ratification of CSEA Tentative Agreement

# **RECOMMENDATION**

It is recommended that the Board of Trustees ratify the CSEA Tentative Agreement.

# **OVERVIEW**

On July 6, 2009, the District and CSEA #291 reached Tentative Agreement on Article 7: Pay & Allowances.

#### **ANALYSIS**

The District and CSEA #291 reached tentative agreement on Article 7: Pay & Allowances. The District and Association agree that no adjustment will be made in compensation or salary schedule(s) for the Association bargaining unit for the 2008-2009 fiscal year.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

Included in the 2009-2010 budget.

#### TENTATIVE AGREEMENT

This Tentative Agreement is between the San Bernardino Community College District (hereinafter District) and the California School Employees Association, Chapter 291, (hereinafter referred to as the "Association").

#### IT IS HEREBY AGREED as follows:

#### Article 7: Pay & Allowances

Due to the rescission of the COLA for Community Colleges that was made formal in the recently adopted budget and the reduction of budgeted funding previously approved in September 2008, the District and the Association agree that no adjustment will be made in compensation or salary schedule(s) for the Association bargaining unit for the 2008-2009 fiscal year.

As the District's financial outlook improves, the District and the Association agree to meet and negotiate future salary schedule compensation.

#### THIS TENTATIVE AGREEMENT IS SUBJECT TO RATIFICATION.

Dated this 6th day of July, 2009.

Renée Brunelle

Vice Chancellor, Human Resources

& Employee Relations

Colleen Gamboa

SBCCD CSEA Vice President

Damon Bell

Vice President, Student Services

District Representative

Denise Evans

CSEA Labor Representative

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources &

**Employee Relations** 

PREPARED BY: Dr. Debra S. Daniels, President, SBVC

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Adoption of Resolution – Elimination of Classified

Services for 2009-2010 Academic Year

#### RECOMMENDATION

It is recommended that the Board of Trustees adopt the resolution for elimination of classified services for the 2009-2010 academic year.

# **OVERVIEW**

Adopt resolution for elimination of the Project Analyst, SBVC, classified position, due to lack of funds and work.

#### **ANALYSIS**

Funding for the Foster Kinship Care, Youth Empowerment Strategies for Success and Ready to Learn Grants, which are categorically funded, will end on July 31, 2009. As such, services being provided by these programs, will no longer be needed by the District.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

# **FINANCIAL IMPLICATIONS**

None.

# RESOLUTION OF THE BOARD OF TRUSTEES OF THE SAN BERNARDINO COMMUNITY COLLEGE DISTRICT COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

	ION ED SERVICES FOR -2010 SCHOOL YE	}	SOLUTION No
	ar, certain services now		ne District that, for the 2009-10 strict be eliminated due to lack of
Number of Positions	Job Classification	Assigned Time	Disposition
1	Project Analyst (C140002)	Full-time 100%	Elimination Elimination
directed to gi who may be a 88017, 8811 District's Ag (45) days prio This I Seconded by meeting of the	ve notices of layoff to a affected pursuant to the affected pursuant to the 7 and 88127 and constreement with the Califor to the effective date of the Californ proposed by Trustee he Governing Board of	n appropriate number of cl provisions of Education Co sistent with the lawful re rnia School Employees As f the reduction of services a Trustee, was pas	, and sed and adopted at a regular nmunity College District of Sar
AYES: NOES: ABSTENTIC ABSENT:	•		
Dated		-	
		RNING BOARD OF THE IUNITY COLLEGE DIST	
	BY:	Secretary of the Governing	r Roard
		Dr. Noelia Vela	g Dualu

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**PREPARED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Adopt Resolution for California Department of Social Services

### **RECOMMENDATION**

It is recommended that the Board of Trustees Adopt Resolution for California Department of Social Services Community Care Licensing.

# **OVERVIEW**

California Department of Social Services is the licensing agency of Child Care Centers. Crafton Hills College Child Care Center is periodically required to renew the center's license with the State of California. As part of that process, the Board is required to adopt a resolution delegating key center staff members to be the authorized personnel for the center during operation hours. Whereas the center is required to have an authorized person at the facility during operational hours, it is necessary for the Board to authorize staff members of Child Care Center in order to be compliant with this regulation.

#### **ANALYSIS**

This is official notification by the Board of Trustees to the California Department of Social Services who is authorized to receive documents.

# **BOARD IMPERATIVE**

III – Resource Management for Efficiency, Effectiveness and Excellence.

### FINANCIAL IMPLICATIONS

This enables the District to be compliant with state regulations in support of the center's operation.

# **DESIGNATION OF FACILITY RESPONSIBILITY**

Licensed facilities are required to have an authorized person continuously present at the facility during operational hours to represent the facility and to accept licensing reports. Licensees shall use this form to delegate the above authority to appropriate staff. Applicants/licensees who are corporations shall attach board resolutions authorizing this delegation.

Facility Name Crafton Hills College Child Development Center	Date_7/15/09
Facility Number 364811521	
radinty Number	
44744 Sand Canyon Bood	(000)390 3400
Facility Address 11711 Sand Canyon Road	Phone (909)389-3400
City Yucaipa	County San Bernardino
	nd consultations, accusations and civil and administrativ
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for to 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Sec CCR Title 22, Division 6 Section 80064.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply wit
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for targets. Staff Child Care Centers shall comply with CCR Title 22, Division 12 Section 12.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply wit
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for to 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Sec CCR Title 22, Division 6 Section 80064.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply wit ge in the above authorization.
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for to 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Sec CCR Title 22, Division 6 Section 80064.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply wit ge in the above authorization.  Signature of applicants/licensees
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for to 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Sec CCR Title 22, Division 6 Section 80064.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply wit ge in the above authorization.
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for to 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Sec CCR Title 22, Division 6 Section 80064.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply with the above authorization.  Signature of applicants/licensees  Clerk of the Board of Trustees  Title
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for to 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Sec CCR Title 22, Division 6 Section 80064.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply wit ge in the above authorization.  Signature of applicants/licensees  Clerk of the Board of Trustees
processes on my behalf at the above-named facility.  When delegating authority to appropriate staff, Residential Care Facilities for to 87564. Child Care Centers shall comply with CCR Title 22, Division 12 Sec CCR Title 22, Division 6 Section 80064.	the Elderly shall comply with CCR Title 22, Division 6 Section 101215.1 and other licensed facilities shall comply with the above authorization.  Signature of applicants/licensees  Clerk of the Board of Trustees  Title  114 South Del Rosa Drive

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

PREPARED BY: Bruce Baron, Vice Chancellor of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Contract for Prepaid Card Services

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the contract with Springbok Services, Inc.

# **OVERVIEW**

This contract will allow the District to disperse Financial Aid and other funds to students through the use of a reloadable prepaid VISA Financial Aid Debit card. This will eliminate the need for live checks being mailed to students.

#### **ANALYSIS**

This will save the District time, resources and cost of the current system of live checks.

#### **BOARD IMPERATIVE**

III – Resource Management for Efficiency, Effectiveness and Excellence.

#### FINANCIAL IMPLICATIONS

Lower cost to the District in postage and staff resources.

# SPRINGBOK SERVICES, INC. PREPAID SERVICES AGREEMENT

This PREPAID SERVICES AGREEMENT (this "Agreement") is entered into as of August 13, 2009 (the "Effective Date") between SPRINGBOK SERVICES, INC., a Delaware corporation having its principal place of business at 345 Inverness Drive South, Building A, Suite 130, Englewood, Colorado, 80112 ("Springbok") and SAN BERNARDINO COMMUNITY COLLEGE DISTRICT, having its principal place of business at 114 Del Rosa Drive, San Bernardino, CA 92408 ("Client"). Each of Springbok and Client are referred to individually as a "Party" and collectively as the "Parties" throughout this Agreement.

#### **RECITALS**

- A. Springbok is engaged in the business of developing, implementing, fulfilling and administering electronic payment processing solutions, including prepaid cards and prepaid card related systems and services, to businesses; and
- B. Client is interested in establishing one or more prepaid debit card programs with Springbok; and
- C. The Parties desire to enter into this Agreement pursuant to which Springbok will provide to Client the Services (as hereinafter defined) so that Client may, in turn, establish Programs (as hereinafter defined) to provide payments to designated persons who will become Cardholders (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. **DEFINITIONS.** As used in this Agreement:

- "Applicable Law" means any law, statute, rule, regulation, or ordinance or judicial, governmental, or administrative order decree or ruling, applicable to a Program or to the actions of either Party in performance of its obligations hereunder.
- "Association" means the Visa or MasterCard brands or such other brands that may be used to identify the payment network affiliation of the Sponsor Bank that issues the Card Account and/or Card.
- "Association Regulations" means the bylaws and operating rules (or similar operative documents) of each Association, as such are amended from time to time.

- "Authorized Third Party" means those vendors, agents or business partners, including the Sponsor Bank, and such other companies as may be utilized by Springbok or the Sponsor Bank to provide the Services to Client.
- "Card" means a prepaid, single value or reloadable, plastic or virtual payment card that is issued by a Sponsor Bank under Association Regulations to a Cardholder using a Card Account maintained by Springbok.
- "Card Account" means a virtual account established by Springbok in the Springbok database for each Cardholder in connection with a Program, which account shall contain electronic monetary value that a Cardholder may access by using a Card.
- "Cardholder" means any natural person participating in a Program who (i) is at least 18 years of age, (ii) is the individual that receives a Card from Client or College under the terms of this Agreement, and (iii) is a resident of the United States of America.
- "Cardholder Agreement" means the agreement between the Sponsor Bank and the Cardholder relating to the use of a Card.
- "Cardholder Information" means all information pertaining to a Cardholder, including name, address, date of birth, social security number and/or other identification information that is required by Springbok or the Sponsor Bank to be collected and/or stored for a Program and information regarding Cards including the Card number, balance and transaction information.
- "Client Content" means Client's artwork, graphical images, text, audiovisual elements and other works of authorship as Client may deliver to Springbok from time to time.
- "Client Marks" means the Marks owned or licensed by Client other than those licensed directly from Springbok.

"College" means any college which is a member of the San Bernardino Community College District to which the Client may offer the Services under a Program as identified in the applicable Program Information Form. All references in this Agreement to College, College Content and College Marks shall only apply to the extent that Client establishes a Program for the benefit of a College rather than a Program supporting Cardholders in which the Client has a direct relationship.

"College Content" means College's artwork, graphical images, text, audiovisual elements and other works of authorship as Client may deliver to Springbok from time to time.

"College Marks" means the Marks owned or licensed by College other than those licensed directly from Springbok.

"<u>Documentation</u>" means the printed or electronic documents and other manuals, including, without limitation, the Cardholder Agreement, furnished to Client by Springbok for distribution along with the Cards to Cardholders.

"Intellectual Property Rights" means any (i) inventions, discoveries and ideas (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent rights, applications for patents (including, without limitation, divisions, continuations, continuations-in-part and renewal applications), and any renewals, extensions or reissues thereof; (ii) trade secrets, know-how, and Confidential Information; (iii) other proprietary rights and information, copyrights and works of authorship, whether copyrightable or not, and all applications, registrations, renewals and extensions in connection available (whether presently subsequently available as a result of intervening legislation); (iv) domain names, (v) databases, and (vi) other similar intellectual property or proprietary rights, but excluding any Marks.

"Marks" means the words, terms, characters, emblems, logos, service marks, trade dress, trade names or trademarks, designs, or parts thereof, in any size or dimension, presently used or hereafter acquired by any entity to identify such entity, its products and/or services, including all goodwill associated therewith and all applications, registrations and renewals associated with the foregoing.

"<u>MasterCard</u>" means MasterCard International Incorporated.

"Program" means one or more prepaid card programs that have been approved by the Sponsor Bank or applicable Association to be implemented by Springbok pursuant to this Agreement, as more fully described in the applicable Program Information Form.

"Program Information Form" means each duly executed program information form, in substantially the form of Exhibit C, to be completed by Springbok and signed by Springbok and an authorized officer of the Client specifying the Services to be provided for a Program and the fees to be charged for such Services, as such may be supplemented from time to time by the parties in writing. Each new Program will be evidenced by a new Program Information Form, which will be numbered sequentially (e.g., Exhibit C-1, Exhibit C-2, etc.).

"Services" means the services and products to be provided to the Client by Springbok as more fully described in each Exhibit A and specified in each Program Information Form.

"Sponsor Bank" means the financial institution that is a member of the applicable Association(s) that may be used by Springbok from time to time to be the issuer of Card Accounts and Cards to Cardholders.

"Sponsor Marks" means the Marks owned or licensed by the Sponsor Bank.

"Springbok Content" means Springbok's artwork graphical images, text, audiovisual elements and other works of authorship as Springbok may use in association with a Client Web Page.

"Springbok Marks" means the Marks owned or licensed by Springbok.

"<u>Unused Balances</u>" means unused and idle monetary balances available (after taking into account any fees assessed against such Card Accounts).

"Visa" means Visa, U.S.A., Inc.

2. SCOPE OF SERVICES. Subject to the terms and conditions of this Agreement, Springbok hereby agrees to provide the Services described in Exhibit A and the applicable Program Information Form. No Program or Program Information Form shall be

binding on Springbok unless the applicable Association and the Sponsor Bank have approved such Program. All Services shall meet the requirements and specifications for such Services described in this Agreement and the applicable Program Information Form, provided that Springbok shall not be required to take any actions that could reasonably be expected to cause Springbok or a Program to breach, violate or be in default of Applicable Law or any Association Regulations in effect from time to time.

All references in this Agreement to College, College Content and College Marks shall only apply to the extent that Client establishes a Program for the benefit of a College rather than a Program supporting Cardholders in which the Client has a direct relationship.

- 3. OWNERSHIP OF CARDS. Each Card is issued by and remains the property of the Sponsor Bank. Client and College (if any) must surrender the Cards in their possession to Springbok or the Sponsor Bank upon request.
- 4. CARDHOLDER INFORMATION. Client will provide, or require Cardholders to provide, the Cardholder Information set forth on Exhibit B, and shall follow the procedures set forth on Exhibit B with respect to such Cardholder Information. Springbok will maintain all Cardholder Information in accordance with the Payment Card Industry (PCI) Data Security Standards in effect as of the Effective Date. Springbok shall insure that the Sponsor Bank uses Cardholder Information solely in connection with the issuance of Cards and any activities ancillary thereto.

#### 5. ORDER, DELIVERY AND ACCEPTANCE.

Program Information Forms. 5.1 Orders and Invoices. For each new Program, the Parties will execute and deliver a Program Information Form setting forth the details of such Program. After a Program Information Form has been executed by the Parties, Client may order Cards from Springbok from time to time in accordance with Springbok's current order procedures and processes. Upon Springbok's acceptance of an order from Client, Client will deliver to Springbok all necessary information pertaining to such order as directed by Client shall be responsible for the accuracy of order information provided to Springbok. Springbok shall accept orders from Client in its sole discretion which shall not be unreasonably withheld. When Springbok has received all necessary information regarding an order, including all Client Content and Client Marks, Springbok will invoice Client for the order.

- 5.2 Delivery. Subject to Client's payment obligations under Article 6, Springbok will deliver the Cards at Client's option as indicated by Client in writing, (i) to Client, or (ii) to individual Cardholders. Cards will be deemed accepted by Client or Cardholder, as applicable, unless Client notifies Springbok in writing within ten (10) days of delivery thereof that the Cards have a material design or functional defect (a "Defect"). In the event of discovery of a Defect in the Cards, Client's sole and exclusive remedy will be to exchange such Cards for non-defective replacements.
- Client's request for cancellation of one or more Cards ordered by Client prior to the earlier of the activation or delivery of such Cards, Springbok shall cancel such Cards and, at Client's option, within sixty (60) days following such cancellation, Springbok shall issue to Client a refund of fees paid by Client for such Cards or a credit equal to the value of fees paid by Client for such Cards less an amount equal to the cancellation fee charged to Cardholder which is set forth in the Program Information Form.
- 5.4 Risk of Loss. Each Party will use best efforts to prevent loss, theft or unauthorized use of the Cards. For Cards which are delivered in bulk to Client or College, Client assumes all risk of loss from lost or stolen Cards from the time that they are received by Client or College and receipt is acknowledged in accordance with Springbok's standard procedures. For Cards which are delivered by Springbok to individual Cardholders via U.S. mail or alternate delivery service, Springbok shall assume all risk of loss until the Cards are received by individual Cardholders. Client's sole remedy, and Springbok's sole liability, for loss of a Card prior to receipt by the intended Cardholder shall be to issue a replacement Card as provided in Section 5.5. If a Card is lost or stolen by or from the Cardholder following receipt, the Cardholder must promptly provide Springbok with written notice of such loss or theft once the Cardholder has knowledge of such event. Springbok will replace Cards reported by the Cardholder as lost or stolen in exchange for the payment of a lost card cancellation and re-issuance fee described in the applicable Program Information Form.

- 5.5 Lost and Stolen. If a Card is lost or stolen by or from Client or Cardholder, Client or Cardholder, as applicable, must promptly provide Springbok written notice of such loss or theft ("Notice"). Springbok will promptly deactivate any Cards reported by Client or Cardholder to be lost or stolen. Springbok will replace Cards reported by Client or Cardholder as lost or stolen in exchange for a cancellation and re-issuance fee described in the applicable Program Information Form. The balance on such replacement Cards shall be equal to the Unused Balance on the Cards being replaced less the amount of the card cancellation and re-issuance fee described in the applicable Program Information Form. In the event Client does not choose to have Cards re-issued, Client may request and Springbok will issue a check for the Unused Balance within forty-five (45) days following the deactivation of the applicable Cards.
- 5.6 Activation. For Cards that require activation, upon receipt of the Cards, the Cardholder may register and activate the Cards via telephone or a website, which may include the Client Web Page (defined in Section 7.1), or otherwise in accordance with the instructions provided with the Card. The activation or use of a Card by a Cardholder shall signify the Cardholder's agreement to the terms and conditions of the use of the Card including the Cardholder Agreement and the privacy policy.

#### 6. FEES AND PAYMENT.

- 6.1 Fees. Client will pay to Springbok all applicable fees under this Agreement specified in the applicable Program Information Form. The fees for a Program specified in a Program Information Form shall remain in effect until the Cards issued under such Program Information Form have expired and any Unused Balances on the Card have been depleted.
- 6.2 Payments. All fees and payments due to Springbok from Client under this Agreement will be invoiced by Springbok to Client. Following receipt of payment from Client, Springbok will deliver the Cards in accordance with Section 5.2. Springbok will have no obligation to deliver the Cards until Springbok has received full payment of all fees for the Cards (other than transaction based fees) as well as any funding amounts to be deposited on the Cards. All payments will be made in U. S. dollars.

responsible for, and shall promptly pay or reimburse Springbok for the payment of, all sales, use, excise, ad valorem, value-added or other similar taxes, assessments or duties imposed by any government agency that are based on any Services provided by Springbok to Client pursuant to this Agreement; provided however, that Springbok shall remain liable for any taxes based on Springbok's income.

#### 7. OTHER OBLIGATIONS.

- Services. 7.1 Additional Upon Client's request, Springbok may provide Client with any of the Additional Services outlined in Exhibit A. These Additional Services may include but are not limited to providing Client a co-branded Card, and developing a webpage containing the branding of Client, which may be hosted and maintained by Springbok or Client, to capture Cardholder data and to activate and view information on their Cards ("Client Web Page") and other optional services. If Client requests Springbok to provide a co-branded Card or a Client Web Page, Client and Springbok will mutually agree upon the co-branded Card design and content of the Client Web Page and all such additional services are subject to review and approval by Springbok, the Sponsor Bank and the Association. Client acknowledges and agrees that each Cardholder must agree to the terms and conditions, including the website privacy policy, associated with or located on the Client Web Page in order to access and use the Client Web Page.
- 7.2 Client and College Content and Marks. Client, on behalf of itself and College, hereby grants to Springbok a non-exclusive, royalty-free, nontransferable license to use, modify, reproduce, publicly display, publicly perform and digitally perform the Client Content and the College Content on the Client Web Page. All Intellectual Property Rights in the Client Content and the College Content not granted under this Section are reserved by applicable owner. Client, on behalf of itself and College, hereby grants to Springbok a non-exclusive, royalty-free, non-transferable license to use, reproduce, publicly display, publicly perform and digitally perform the Client Marks and the College Marks on the Card and Client Web Page, provided that: (i) Springbok will at all times use the appropriate trademark or service mark notice as Client or College may from time to time specify with respect to any use of their respective Marks; (ii) Springbok will not modify the Client Marks or the College Marks except as permitted by Client in

creating the Cards or the Client Web Page; and (iii) Springbok will not engage in any action associated with the Client Marks and the College Marks that adversely affect the good name, goodwill, image or reputation of Client or College. Springbok agrees that all goodwill arising from Springbok's use of the Client Marks and the College Marks hereunder will inure to the benefit of Client. Client will pay to Springbok the fees specified in the applicable Program Information Form in connection with the cobranded Cards and development, maintenance and hosting of the Client Web Page. For any Client Web Page developed, hosted, or maintained by Client, Client will include on the Client Web Page terms and conditions of use and a website privacy policy that complies with all Applicable Laws and contains industry standard terms and conditions, and is as protective of Springbok as similar documents used by Springbok on other College's web pages. To the extent that Client decides to use College Marks and College Content on any Cards or on the Client Web Page, Client represents, warrants and covenants that prior to such use it will have secured the necessary consents and approvals for Springbok and Sponsor Bank to use such College Marks and College Content in connection the performance of the Services under this Agreement.

7.3 Springbok Content and Marks. Subject to the terms and conditions of this Agreement, Springbok hereby grants to Client a non-exclusive, royalty-free, non-transferable license to use, modify, reproduce, publicly display, publicly perform and digitally perform the Springbok Content on the Client Web Page. All Intellectual Property Rights in the Springbok Content not granted under this Section are reserved by Springbok. Subject to the terms and conditions of this Agreement, Springbok hereby grants to Client a non-exclusive, royalty-free, nontransferable license to use, reproduce, publicly display, publicly perform and digitally perform the Springbok Marks on the Client Web Page, provided that: (i) Client will at all times use the appropriate trademark or service mark notice as Springbok may from time to time specify with respect to any use of the Springbok Marks; (ii) Client will not modify the Springbok Marks except as permitted by Springbok in creating the Client Web Page; and (iii) Client will not engage in any action associated with the Springbok Marks that adversely affect the good name, goodwill, image or reputation of Springbok. Client agrees that all goodwill arising from Client's use of the Springbok Marks hereunder will inure to the benefit of Springbok.

- 7.4 Compliance with Laws. Party will at all times comply with all Applicable Laws and Association Regulations during its performance under this Agreement. Each Party will defend, indemnify and hold harmless the other and its successors, agents, officers, directors and employees from and against any violation of any Applicable Laws or Association Regulations by it or any of its agents, officers, directors, employees or customers. Springbok reserves the right to unilaterally modify this Agreement at any time in order to comply with Applicable Laws and Association Regulations. If Springbok unilaterally modifies this Agreement, it will provide Client with prompt written notice of such modification. Client will have a period of sixty (60) days from receipt of written notice from Springbok to terminate this Agreement by providing written notice to Springbok. If Client does not provide such written notice of termination within the timeline described in the preceding sentence, the modified terms will be deemed accepted by Client and all other provisions of this Agreement will remain in full force and effect. Otherwise, the modified terms will remain in effect solely for the period from the time of delivery of written notice by Springbok until the termination date set forth in the notice from the Client.
- 7.5 Client and Cardholder Support. Unless otherwise agreed upon by the Parties in writing, Springbok will provide Client and Cardholder with support related to the use of Cards provided under this Agreement. Springbok reserves the right to charge Client or Cardholders any fees specified in the applicable Program Information Form for such support services.
- 7.6 Training. At Client's request, Springbok may provide training sessions to Client with respect to the Cards. The cost of such training, as well as travel, lodging, meal, and other out-of-pocket expenses incurred by Client to attend training sessions, will be borne exclusively by Client. Client agrees to distribute telephone numbers and website addresses to Cardholders necessary for activation of the Cards in conjunction with mutually agreed to procedures.
- 7.7 Card Marketing. Neither Client nor College shall be permitted to solicit or market Cards directly to Cardholders or prospective cardholders unless such marketing materials clearly designate in writing that Springbok, as a third party licensed by the Sponsor Bank under the applicable Association Rules, is the party providing the

Services. Furthermore, prior to using any marketing materials (including, without limitation, brochures, newspaper advertisements, radio advertisements or website solicitations) that refer to an Association brand, such materials must first be approved by the Sponsor Bank and the applicable Association.

7.8 Third Party Servicer. The Parties acknowledge and agree that they do not intend for the Services provided by Springbok hereunder to qualify as functions that would constitute the administration of participation in a Title IV, HEA program by a Third Party Servicer under Applicable Law.

#### 8. CONFIDENTIALITY.

- Confidential Information. Each Party (the "Disclosing Party") may from time to time during the term of this Agreement disclose to the other Party (the "Receiving Party") certain information regarding the Disclosing Party's business and operations, including, without limitation, customer lists; Cardholder Information; business plans; business concepts; business practices; pricing, marketing strategies; management processes; trade secrets; business systems; technology, practices and strategies; financial information; business development methods, ideas and strategies and other confidential or proprietary information (collectively, "Confidential Information").
- 8.2 Protection Confidential of Information. Subject to Section 8.6, the Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than performing its obligations under this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees, clients or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature but in no event with less than reasonable care.
- 8.3 Exceptions. The Receiving Party's obligations under Section 8.2 (Protection of Confidential Information) with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can

- document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 8.4 Return Confidential of Information. Subject to Section 8.6, the Receiving Party will either, at the Disclosing Party's option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party, other than Cardholder information, in the Receiving Party's possession or control and use its best efforts to permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 8.4.
- 8.5 Confidentiality of Agreement. Neither Party will disclose any terms of this Agreement to anyone other than the Sponsor Bank and each Party's attorneys, accountants, and other professional advisors under a duty of confidentiality except (a) as required by law or Association Rules or (b) pursuant to a mutually agreeable press release.
- 8.6 Sponsor Bank's Rights to Cardholder Information. The Sponsor Bank serves as the member financial institution of the Association through which the Cards are being issued. As the issuer of the Cards, the Sponsor Bank has certain obligations to obtain and maintain Cardholder

Information in order to comply with Association Regulations and Applicable Law, including, without limitation, the Patriot Act, and the applicable rules and regulations of the Board of Governors of the Federal Reserve System (FRB), the Federal Deposit Insurance Corporation (FDIC), and the Office of the Comptroller of the Currency (OCC) or the Office of Thrift Supervision (OTS). At the end of such required retention period(s), all such Cardholder Information shall be destroyed. Springbok disclaims any and all right, title or interest in and to the Cardholder Information and shall only use the Cardholder Information in connection with its performance of the Services under this Agreement; provided, however, that Springbok shall be entitled to derive aggregated and statistical data from such Cardholder Information in order to provide value added products and services.

#### 9. WARRANTIES.

- 9.1 Warranties by Both Parties. Each Party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on such Party's behalf has been duly authorized and empowered to enter into this Agreement. Each Party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.
- Disclaimer of Warranties. THE 9.2 EXPRESS WARRANTIES IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE CARDS OR THE DOCUMENTATION AND SPRINGBOK AND ITS AUTHORIZED THIRD PARTIES DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. SPRINGBOK MAKES NO WARRANTY ON BEHALF OF THE SPONSOR BANK AND ANY OTHER AUTHORIZED THIRD PARTY. CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

#### 10. INDEMNIFICATION.

will indemnify and hold Springbok and its officers, directors, agents, employees and Affiliates harmless from and against any and all damages, losses, liabilities, claims, suits, fines, penalties, injuries, costs and expenses, including reasonable attorneys' fees and expenses (collectively, "Claims") arising

from or attributable to (i) any failure of Client to implement adequate security measures with respect to the Cards; (ii) Client's material breach of any covenant, representation or warranty contained in this Agreement; (iii) the misuse by Client of Springbok's Confidential Information; (iv) any gross negligence, fraud or willful misconduct of Client or its officers, directors, employees or agents under to this Agreement; (v) any acts or omissions of Client with respect to the receipt of funds from Cardholders for the purchase of, or loading or reloading value to, Cards; (vi) any claim or action brought by a third party arising from or related to a claim that the Client Marks, Client Content, College Marks or College Content infringe or misappropriate any trademark, trade secret, copyright, license or other proprietary right; (vii) any claim or action brought by a third party alleging that either Client or College do not own or have not obtained the necessary rights and permissions in order to provide Springbok with the Content, Client Marks, Cardholder Information, and any information, data, or materials that relate to Cardholders; (viii) lost or stolen Card Accounts and Cards, fraudulent, unauthorized use, or other misuse of Card Accounts and/or Cards, and overdrafts related to Card Accounts, excluding fraud or misuse caused by the gross negligence or willful misconduct of Springbok or its Authorized Third Parties; and (ix) any violation of any statutory provision of or applicable to title IV of the Higher Education Act ("HEA"), any regulatory provision prescribed under the statutory authority of the HEA, and any applicable special arrangement, agreement or limitation entered into under the authority of statutes applicable to Title IV of the HEA unless such Claims are directly caused by Springbok's knowing violation of such statutory, regulatory or contractual requirements. Notwithstanding the foregoing, Client shall not be required to so indemnify Springbok in the event that liability under this Section is due to gross negligence, fraud or willful misconduct of Springbok.

Springbok Indemnification. Springbok will indemnify and hold Client harmless from and against any Claims arising from or attributable to: (i) any failure of Springbok to implement adequate security measures with respect to the Cards; (ii) Springbok's material breach of any covenant, representation or warranty contained in this Agreement; (iii) the misuse by Springbok of Client's Confidential Information; (iv) any gross negligence, fraud or willful misconduct of Springbok or its officers, directors, employees or agents under to this Agreement; and (v) any claim or action brought by a

third party arising from or related to a claim that the Springbok Marks, Springbok Content or the Services provided under this Agreement infringe or misappropriate any trademark, trade secret, copyright, license or other proprietary right. Notwithstanding the foregoing, Springbok shall not be required to so indemnify Client in the event that liability under this Section is due to gross negligence, fraud or willful misconduct of Client.

10.3 Procedure. The Party seeking indemnification shall: (1) notify the other Party promptly in writing of any such action; (2) give the other Party sole control of the defense thereof and any related settlement negotiations (provided, however that the indemnifying Party shall not have any authority to enter into any settlement that adversely affects the other Party's rights or obligations without the indemnified Party's prior written approval); and (3) cooperate and, at the indemnifying Party's request and expense, assist in such defense.

#### 11. LIMITATION OF LIABILITY.

- TO THE MAXIMUM **EXTENT** PERMITTED BY LAW, EXCEPT WITH RESPECT TO A BREACH OF SECTION 4 (CARDHOLDER INFORMATION), SECTION 7.2 (COMPLIANCE WITH LAWS) AND SECTION 8 (CONFIDENTIALITY), NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT. SPRINGBOK'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE CARDS, ANY SPRINGBOK SERVICES OR THE SPRINGBOK MARKS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED FEES PAID TO SPRINGBOK IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Client acknowledges that the fees set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that Springbok would not enter into this Agreement without these limitations on its liability.
- (b) SPRINGBOK SHALL BE LIABLE TO CLIENT FOR ALL AMOUNTS PROVIDED BY CLIENT FOR FUNDING CARD ACCOUNTS THAT HAVE NOT BEEN ALLOCATED TO SUCH CARD ACCOUNTS OR WHICH SPRINGBOK HAS FAILED TO ALLOCATE TO CARD ACCOUNTS IN ACCORDANCE WITH CLIENT'S INSTRUCTIONS AND SUCH UNALLOCATED OR MISALLOCATED

FUNDING AMOUNTS WILL NOT BE SUBJECT TO THE CAP SET FORTH IN CLAUSE (a) ABOVE.

#### 12. TERM AND TERMINATION.

- pursuant to Section 12.2, the term of this Agreement will begin on the Effective Date and will expire on the third anniversary of the Effective Date ("Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for consecutive one (1) year terms (each, a "Renewal Term") unless either Party gives notice to the other Party of its intent not to renew at least sixty (60) days prior to the expiration of the Initial Term or the Renewal Term, as applicable.
- 12.2 Termination. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if: (i) a Party that is a licensee breaches a trademark license described in Section 7.2 or 7.3 and does not cure the breach within ten (10) days after receiving written notice thereof, or (ii) the other Party materially breaches any other provision of this Agreement other than those covered in Section (i) above and does not cure the breach within sixty (60) days after receiving written notice thereof. Springbok may terminate this Agreement at any time, effective immediately upon written notice to Client, upon a change in Applicable Laws, Association Regulations or Sponsor Bank requirements that would render this Agreement commercially unreasonable in Springbok's judgment.
- 12.3 Effects of Termination. termination or expiration of this Agreement for any reason, any amounts owed to Springbok under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, Client must promptly discontinue all further use of the Springbok Marks and all further use and distribution of the Prepaid Cards, Springbok must also discontinue use of Client's Marks and Client must destroy or return to Springbok all Prepaid Cards in its possession or control and certify to Springbok in writing signed by an officer of Client that it has fully complied with this requirement. Notwithstanding the requirements of the preceding sentence, Client acknowledges and agrees that the Client Marks and College Marks shall be permitted to remain on any Cards that have been produced and delivered to Cardholders prior to the date of termination. Springbok will support activated Cards until their expiration. Sections 1, 3, 5.4, 6, 7.2, 8-11,

12.3 and 13 will survive expiration or termination of this Agreement for any reason.

#### 13. GENERAL.

- any rights or obligations under this Agreement may be assigned or delegated by either Party (by operation of law or otherwise) without the prior written consent of the other which shall not be unreasonably withheld. Either Party shall have the right to assign this Agreement without consent to any successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.
- Notices. All notices, consents and approvals under this Agreement must be in English and must be delivered in writing by courier, by certified or registered mail (postage prepaid and return receipt requested) or by a nationally recognized overnight delivery service with signed receipt to the other Party at the address set forth beneath such Party's signature, or by fax or email (provided a confirmation copy of such fax or email is sent concurrently with transmission and according to the procedures set forth in the preceding clause), and will be effective upon receipt or ten (10) business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice of the new address to the other Party.
- claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement will be governed by and construed under the laws of the State of Colorado, U.S.A., without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Any action or proceeding arising from or relating to this Agreement may be brought in a federal court or state court in Denver, Colorado, and each Party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.
- 13.4 Remedies. The Parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the Cards contain valuable proprietary information of Springbok, that any actual or threatened breach of the licenses granted in this Agreement or Section 8 (Confidentiality) may constitute immediate, irreparable harm to Springbok or Client for which monetary damages would be an

inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

- Press Releases and Publicity. 13.5 Each Party shall have the right to issue a mutually agreed upon press release describing the nature of the Parties' relationship under this Agreement. Each Party must give written approval, which approval shall not be unreasonably withheld or delayed, of the wording of such press release prior to its release. Notwithstanding the foregoing, neither the Client nor the College shall be permitted to make reference to the name or logo of the Sponsor Bank or the Association in any press release, advertisement or other marketing materials for public distribution or make any public statement or disclosure that refer to the Sponsor Bank or the Association without the prior written consent of the affected entity. Following any mutually agreed press releases, each Party shall be permitted to issue additional press releases and marketing materials without receiving the other Party's consent as long as such press releases or marketing materials solely contain information that was previously approved for release. In addition, each Party may make statements that it is doing business with the other Party and use the other Party's logo in connection with any marketing materials.
- writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 13.7 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions will continue in full force and effect.
- 13.8 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "include" and its forms means "include without limitation" and "discretion" means "sole discretion."
- may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Facsimile or Adobe .pdf signatures shall be as effective as originals.

13.10 Force Majeure. "Force Majeure" means any act, event, or occurrence beyond a Party's control, despite its reasonable efforts to prevent, avoid, delay, or mitigate such acts, events, or occurrences, which directly impairs a Party's ability to perform its obligations under this Agreement, including acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and unavailability of appropriate transportation. Neither Party will be liable to the extent that any delays are caused by a Force Majeure, and the time for performance of such Party's obligations under this Agreement will be extended as necessary, without penalty or liability to such Party, for any delays resulting from a Force Majeure, for the same period of time as the delay. However, if it appears that the Force Majeure will result in a delay in either Party's performance of more than thirty (30) days, either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party.

13.11 Entire Agreement. This Agreement, together with the Exhibits attached hereto, completely and exclusively states the agreement of the Parties regarding Cards. This Agreement supersedes, and its terms govern, all prior proposals, agreements or other communications between the Parties, oral or written, regarding the subject matter of this Agreement. This Agreement will not be modified except by a subsequently dated written amendment signed on behalf of Springbok and Client by their duly authorized representatives, and any provision of any purchase order or other document purporting to supplement the provisions hereof will be void.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

# SPRINGBOK SERVICES, INC. CLIENT

Signature:	Signature:
Signature	
Print Name:	Print Name: Bruce Baron
Title:	Title: Vice-Chancellor, Fiscal Services
Address for Notice:	Address for Notice:
345 Inverness Drive South	114 Del Rosa Drive
Building A, Suite 130	San Bernardino, CA 92408
Englewood, Colorado, 80112	
Attn: General Counsel	Attn: Bruce Baron
Fax: (303) 409-4074	Fax: 909-382-0174
Email: brad.fauss@springbokservices.com	Email: bbaron@sbccd.cc.ca.us
Telephone: (303) 409-4078	Telephone: 909-382-4021

#### **EXHIBIT A**

#### **DESCRIPTION OF SERVICES AND FEES**

The Services for each Program shall include only those Services specified in the applicable Program Information Form.

#### 1. Services and Fees:

a. Prepaid Card Service Fees. The Prepaid Card Service Fees set forth in the Program Information Form cover a 4 color personalized Card, 3<sup>rd</sup> line embossing, 4<sup>th</sup> line optional custom message embossing, a standard card carrier with black logo, and a standard #10 white envelope. For manufactured custom plastic card orders, there may be a deposit required to offset a portion of the costs of manufacturing the Cards, which deposit (if any) will be specified in the applicable Program Information Form. The Prepaid Card Service Fees set forth in the Program Information Form are based on certain assumptions including Card order size, average Card denomination and type of Program (e.g., reloadable vs. non-reloadable or incentive card vs. payroll card). As a result, the Prepaid Card Service Fees for any new Programs will be quoted based on the unique attributes of such Program.

# b. Card Packaging.

- 1. Custom Card Carrier. The custom 4-color Card carrier can be designed to complement the look and feel of Client's Card. For custom card carriers, you will be charged a one-time set up fee and a per Card fee which is set forth in the Program Information Form for the applicable Program.
- 2. Custom Logo Envelope. Cards can be fulfilled in a window envelope with the 4-color Client or College logo to complement the look and feel of your Program. For custom logo envelopes, you will be charged a one-time set up fee and a per Card fee which is set forth in the Program Information Form for the applicable Program.
- 3. Custom Inserts. Single side one page Client designed custom 4 color insert can be inserted in the Card packaging to deliver a single custom message to each cardholder. For custom logo envelopes, you will be charged a one-time set up fee and a per Card fee which is set forth in the Program Information Form for the applicable Program.

# c. Custom Program Messaging

- 1. Website. This service gives the Client the ability to create a unique webpage header graphic or color scheme and personalize the welcome message, card graphic or congratulatory remarks. The pricing generally includes the header, personalized message and standard card graphic (or custom logo for an additional fee). The pricing generally includes a one-time set up fee and a per Card fee which is set forth in the Program Information Form for the applicable Program.
- 2. IVR. This service uses "text to speech" functionality on the IVR to create unique personalized messages for each Cardholder by pulling message profile that Client sets up when Cards are ordered. The pricing generally includes the rerecording and configuration of the IVR greeting and consists of an initial set up fee as well as a per Card fee, which is set forth in the Program Information Form for the applicable Program.
- 3. **Text Messages.** This service allows Client to send a personalized text message or email to Cardholders when they receive a reload on their Cards. The pricing includes a one-time set up fee and either a per Card fee or a per message fee which is set forth in the Program Information Form for the applicable Program.
- 4. **Live Operator.** Every time Cardholder calls the cardholder services number and reaches a live customer service representative, the Cardholder will receive a unique personalized message as designated by the message profiles that the Client establishes when the Cards are ordered.

- 5. **Bundled (Website, IVR, Live Operator).** For a bundled price, each Cardholder will be greeted with unique personalized messages whenever the Cardholder accesses the Cardholder website, IVR, and live operator. The messages are highly customizable and are designated by the message profiles that the Client establishes when the Cards are ordered.
- d. Fulfillment There are two primary options for fulfillment: Springbok can provide direct first class USPS delivery to each Cardholder or Springbok can bulk ship the cards to Client or College for subsequent delivery to each Cardholder.

Postage for Direct First Class Mail – The greater of \$0.42 per card or the USPS first class letter rate then in effect.

Bulk Shipping – Cards can be sent in bulk to Client or College. There will be a \$1.00 per card handling fee up to a maximum of \$25.00 on each card order of less than 100 cards. This handling fee will be waived for all card orders greater than 100 cards. Bulk shipments are shipped via Federal Express and the price will depend on the class of service, destination and weight of package.

e. Implementation and Set Up Fees. The initial Program set up and implementation fee will be charged for each new Program and will cover a custom Card design and initial Program approvals with the Sponsor Bank and Association. The implementation and Program set up fee will be set forth in the Program Information Form for the applicable Program.

#### f. Customer Service and Cardholder Support

<u>Customer Service</u> - Springbok will provide Customer Service Support to Client Monday through Friday (excluding National Holidays) from 7am to 5pm Mountain Time. The fees for Customer Service, if any, shall be specified in the applicable Program Information Form.

<u>Cardholder Support</u> - Springbok will provide Cardholder Support 7 days a week/24 hours a day. The fees for Cardholder Support, if any, shall be specified in the applicable Program Information Form.

g. Load/Reload Fees (Reloadable Card Programs Only). The Springbok fees for loading/reloading a Card for each new Program shall be set forth in the applicable Program Information Form.

#### h. Rush Card Delivery Fee

A \$25 rush fee will apply for orders where any manual intervention of processing that order is required to meet the Client's request for processing that order.

#### i. Cardholder Fees

The Cardholder Fees listed below are the standard fees that are generally charged for each individual Program. The Cardholder Fees are subject to change to the extent that any changes are mutually agreed upon by the Parties and specified in the Program Information Form for the applicable Program.

Monthly Service Charge	FREE
POS Purchase (Signature)	FREE*
POS Purchase (PIN)	\$0.50 per transaction
STARsf® Network ATM transactions (Withdrawals, balance inquiries and declines)	FREE**
Non - STARsf® Network ATM withdrawals (Domestic only)	\$1.95 per transaction
Non - STARsf® Network ATM withdrawals (International only)	\$5.00 per transaction
Non - STARsf® Network ATM balance inquiries and declines	\$0.75 per transaction

Online Statements / Balance Inquiries	FREE***
PIN Replacement Request and Mailer	\$1.00 each
Bank Teller Cash Advance withdrawals	\$5.00 each
Expiration Fee	\$10.00 or remaining unused balance (if less) assessed in the first month after the card expires
Maintenance Fee	\$3.00 per month or remaining unused balance (if less) beginning in the second month following card expiration
Cancellation Fee	\$5.00 each
Reissue Fee	\$5.00 each

<sup>\*</sup> Excludes international transaction fees imposed by an Association or payment network.

<sup>\*\*</sup>With the STARsf® surcharge-free service, you will have access to more than 37,000+ ATMs across the country – in national and regional retailers. Just look for ATMs with the following logos:





Look for surcharge-free locations

#### j. Pass through Adjustments

Springbok reserves the right to adjust pricing based on pass through adjustments in Association, Sponsor Bank or other third party dues or fees, which are outside of Springbok's control (e.g., new Card transaction fees imposed by a debit payment network).

#### k. Client Branded Web Page with custom URL

This service includes a Client skinned website for cardholder activation, balance and card transaction inquiries hosted by Springbok using the standard Springbok frame, fields and layout. Adding or deleting data fields or restructuring the frame or layout will be performed on a bid basis depending on Client specifications. The pricing for this service generally includes a one-time set up fee which is set forth in the applicable Program Information Form.

#### I. Custom IVR Messaging

This service includes a client specific Toll Free Number, a Client specific custom greeting, and Client specific setup of standard IVR tree options. Adding new tree options or custom recording of tree options will be quoted on a per item basis depending on Client specifications. The pricing for this service generally includes a one-time set up fee and a per minute fee which is set forth in the applicable Program Information Form.

#### m. API for Client Web Page Interface

This service includes an application programming interface into the Springbok platform to allow Client to better manage its Programs. The pricing generally includes a one time setup fee for development, testing and data access using the Springbok standard API. Any requirements that necessitate changes to the standard API will be quoted on a per item basis depending on Client specifications.

#### n. Standard Reporting Package.

The standard reporting package includes all of the standard reports listed in the Program Information Form. The pricing generally includes an annual fee for the generation of such reports.

#### o. Custom Reports and Programming

\$125 per hour based on Client specifications

#### p. Data feed of Cardholder usage

Quote

<sup>\*\*\*</sup>Go to www.mycardsummary.com to check your card balance and transaction history at no charge.

#### EXHIBIT B

#### **CLIENT AND CARDHOLDER INFORMATION**

The following Client information shall be required for the Client and for any College in which a Program is established hereunder:

	U.S. Entity			
COMPANY NAME	Required			
Contact Name	Required			
Address	Business street address <sup>1</sup>			
Phone	Business phone			
Identification Number	Taxpayer ID number			

The following Cardholder Information shall be required for (i) reloadable Cards issued to a specific individual, and (ii) single value Cards issued to a specific individual in a denomination greater than \$750.00:

	U.S. Individual			
NAME (FIRST, MIDDLE, LAST)	Required			
Address	Residence or business street address <sup>1</sup>			
Date of Birth	Required			
Identification Number	Social Security Number			

The following Cardholder Information shall be required for single value Cards issued to a specific individual in a denomination less than or equal to \$750.00:

	U.S. Individual			
NAME (FIRST, MIDDLE, LAST)	Required			
Address <sup>1</sup>	Required			

Failure to provide the mandatory information will prohibit delivery of the Cards to the Client or Cardholder.

#### III. NOTICE

Notices of the requirements to comply with the identity verification procedures will be provided by Client, College or Springbok to each Cardholder that requests a Card. Examples include:

- > Notice on internet website
- > Verbal disclosure via telephone
- > Notice on business form
- > On-site signage (e.g. offices)

The notice must be provided in a manner reasonably designed to ensure that a Cardholder is able to view the notice.

An example of the type of notice that is required appears below:

<sup>&</sup>lt;sup>1</sup> For an individual who does not have a residential or business street address, an Army Post Office (APO) or Fleet Post Office (FPO) box number, or the residential or business street address of next of kin or of another contact individual is required.

# IMPORTANT INFORMATION ABOUT PROCEDURES UNDER THE USA PATRIOT ACT OF 2001

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who applies for or opens an account, which, in some circumstances, would include your Card.

What this means for you? When you apply for a Card, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a form of identification with your photograph or other identifying documents.

# EXHIBIT C - \_\_\_\_ PROGRAM INFORMATION FORM

# GENERAL INFORMATION

i	CI	1	I	NT	rı	IN	III.	0	D	N/I	A	TEL	10	M	I
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Date	June 15, 2009						
Client Name & DBA	San Bernardino Comr	San Bernardino Community College District					
Client Website	http://www.sbccd.cc.d	http://www.sbccd.cc.ca.us/sbccd1.htm					
Contact Name	Ron Gerhard						
Email Address	rgerhard@sbccd.cc.ca.us						
Address	114 S Del Rosa Drive						
City	San Bernardino	State	CA	Zip	92408		
Phone Number	909-382-4031 Fax Number 909-382-0173						
Type of Business	Higher Education						
Years Client Operational	Over 35 years						

# **COLLEGE INFORMATION**

College Name (if any)	
College Website (if any)	http://www.
College Contact Name & DBA	
Email Address	
Address	
Address	
City	
State	Zip
Phone Number	Fax Number
Type of Business	

#### GENERAL PROGRAM INFORMATION

Program Name	Tuition Refund Management Program		
Program Description	Student tuition refund disbursement program that will replace the use of paper checks with a reloadable prepaid debit card that will be co-branded with the name and logo of the underlying college or university, which is a part of the San Bernadino Community College District.		
Platform Website URL	www.mysanbernardinoc	ard. com and www.mycraftonhillsca	rd.com
Program Start Date*	August 15, 2009		
* Depending on production timelines, ac	etual date for Program start is si	ubject to change.	
Est. Number of Card Accounts	5,000	Total Annual Funding Budget	\$9,500,000.00
Cardholder Relationship to Client or	Consumer	Independent Distributor (Affiliated by Third Party Corporation)	Employee
College	Other (describe) Student		
		□VISA	☐ Interlink
Preferred Association(s)	Maestro	Cirrus	
	Consumer Gift Card	Corporate Promotion	Payroll Card
Program Classification	☐ Consumer Promotion	☐ Employee Incentive	
	Other (describe): Stud	ent Tuition Refund Management Car	<u>·d</u>
Program Type	Reloadable Card	☐ Single Value Card	

#### PROGRAM SPECIFICATIONS AND FEES

#### PROGRAM SET-UP

Item	Details	Fees
Program Implementation and Set-up Fee		Waived
Custom Card Re-order Processing Fee	Re-orders of approved Program Cards (fee charged at time of re-order)	Waived

CADD	ICCI	JANCE	١
CAND	1000	AIT	i

Item	Details	Fees
Card Account Expiration	☐ Fixed End Date (MM/YY)	Included
Card Issuance	☐ Active ☐ Inactive	Per card: Included Waived
☐ Virtual Card Accounts Only	Order Quantity:	\$
□ PIN		Waived
ATM Access		Waived
☑ PIN POS Access		Waived
☐ Selective Authorization	List Permitted MCC:	\$
Cardholder Registration  ☐ By Springbok ☐ By Client ☑ By College ☐ Other	Describe: Each College will provide Springbok with the name and address of each Cardholder.	N/A
Cardholder Information Collected	□ Name     □ Address     □ Email     □ Date of Birth     □ Social Security Number     □ Other. Describe:	N/A
Cardholder Information verification  By Springbok By Client By College Not Applicable Other	Describe: At the time of Card activation, Springbok will collect the date of birth and SSN for each Cardholder and verify the identity of each cardholder against a publicly available database (e.g., Lexis-Nexis or Experian). In addition, Springbok will verify that each Cardholder does not appear on the OFAC list.	Waived
	Initial Load: Minimum: \$_0 Maximum: \$ 10,000	N/A
	☑ Daily Reload: Minimum: \$0 Maximum: \$10,000	N/A
Cardholder Loading/Balance Limitations	Monthly Reload: Minimum: \$ 0 Maximum: \$ 10,000	N/A
Cardinate South Branch Santanon	Maximum # of Loads Per Day:	N/A
ř.	Maximum Card Balance: \$ 10,000°	N/A
	☐ Daily ATM Withdrawal Limit: \$1,800	N/A
	ATM Withdrawal Limit Per Transaction: \$600	N/A
	☐ Daily Spend Limit: Up to Card Balance	N/A
Other		\$

#### **MATERIALS PRODUCTION**

You must indicate the quantity required. Item Details Fees Plastic Included in Prepaid Card Standard
Custom
Ultragraph Logo Service Fee Setup: Waived Per Card: Waived Card Carrier
☐ Standard
☐ Custom Setup: Included Per Mailer: \$1.00

Envelope		
⊠ Standard		Setup: Included
Custom Logo		Per Envelope: Waived
Custom Insert	☐ Printing and Fulfillment	Per Insert: \$
	☐ Fulfillment Only	Per Insert: \$
Other		\$

#### **CARD FULFILLMENT**

Item	Details	Fees
Direct Mail Delivery to Cardholder		\$0.44 per card*
⊠ Bulk Delivery to Client	Bulk shipments are shipped via overnight delivery service and the price depends on the class of service, destination and weight of package.	Per order: Standard overnight delivery charges + Handling Fee**
Embossing	Name of Cardholder (22 characters maximum)     Second/Fourth Line Embossing (max 22 characters)     Text:	Included Included

\* Subject to change based on increases in USPS first class postage rates.

#### **CUSTOM MESSAGING**

Item	Details	Fees	
<ul><li>☑ Website Messaging</li><li>☐ Standard</li><li>☑ Custom</li></ul>	The standard service includes unique webpage header graphic or color scheme to personalize the welcome message, card graphic or congratulatory remarks. The custom service includes a custom 4-color logo.	Setup (Standard): Setup (Custom): Per Card	\$ Waived Waived
☐ IVR Messaging	Text to speech functionality on the IVR to create unique personalized messages for each Cardholder by pulling message profiles that Client established when Cards are ordered.	Setup: Per Card	\$
Live Operator	Every time cardholder calls and reaches a live cardholder service agent, the cardholder will receive a unique, personalized message as designated by the message profile established by the Client when the Cards were ordered.	Setup: Per Card:	\$
☐ Bundled (Website, IVR, Live Operator)	A cardholder will be greeted with unique personalized messages through a Springbok cardholder website, IVR, or live operator all for one combined price. The messages are highly customizable and are designated by the message profiles that the Client establishes when Cards are ordered.  The standard Website service includes unique webpage header graphic or color scheme to personalize the welcome message, card graphic or congratulatory remarks. The custom service includes a custom 4-color logo.	Setup: Per Card:	\$ \$
<ul><li>☐ Text Messaging</li><li>☐ Per Card Pricing</li><li>☐ Per Text Pricing</li></ul>	Personalized text message or email sent to Cardholders whenever they receive load or reloads on their Cards	Setup: Per Card Per Text:	Waived : Waived \$

#### PREPAID CARD SERVICE FEES

The Prepaid Card Service Fees are waived for this Program. The Program will include a 4 color personalized Card, 3<sup>rd</sup> line embossing, 4<sup>th</sup> line optional custom message embossing, a standard card carrier with black logo, and a standard #10 white envelope. For manufactured custom plastic card orders, there may be a deposit required to offset a portion of the costs of manufacturing the Cards, which deposit (if any) will be specified in the applicable Program Information Form.

<sup>\*\* \$1.00</sup> per Card handling fee up to a maximum of \$25.00 on each Card order of less than 100 Cards. The handling fee is waived for Card orders equal to or greater than 100 Cards.

#### MANUFACTURED CARD DEPOSIT

Item	Details	Fees
Manufactured Card Deposit Required (Check if applicable)		\$0 per card*

<sup>\*</sup> The full amount of any manufactured Card deposit will be applied to the Prepaid Card Service Fee set forth above. For example, if the Prepaid Card Service Fee is \$3.50 per Card and the Manufactured Card Deposit is \$0.50 per Card, then Client shall be charged \$0.50 per Card when the manufactured Cards are ordered and \$3.00 per Card prior to the Cards being shipped to Cardholders.

#### LOAD/RELOAD FEES (RELOADABLE CARDS)

All load/reload fees shall be waived for the Program.

#### WEBSITE AND IVR FEATURES

Item	Details	Fees
□ Client Web Page     □ Standard     □ Customized Login Page	www.mysanbernardinocard.com and www.mycraftonhillscard.com	Included Waived
		Included \$

#### STANDARD REPORTING

The standard reporting package includes all of the reports listed below, which will be provided free of charge.

Item	Details	Fees
Account Group	Includes Program name, total cards issued, total number of reloads and total denominations	Included
□ Payment History	Includes order ID, order type, order description, total Cards, total loads, total denominations, total Client fees, invoice amount, payment date and remaining balance (if any)	Included
☐ Card Issuance Status	Includes Cardholder name, Cardholder address, Card shipping date, Card status, load amount and Card expiration date	Included
☐ Card Expiration	Cardholder name, Card status, internal ID, Card expiration date, Card re-issue status and Card re-issue date	Included
☑ Cancelled Cards	Includes Cardholder ID, last four digits of Card number, Card cancellation date, cancellation or re-issuance fee, Card status, date that re-issued Card is mailed, new internal ID for re-issued Card	Included
Returned Mail	Includes internal account ID, last four digits of Card number, date Card was returned, name, address and status of Account	Included

#### **CUSTOM REPORTING**

Item	Details	Fees
Ad Hoc or Custom Reports		\$125 per hour

# **CASH MANAGEMENT**

Item	Details	Fees
Company Check		Included
☐ Incoming Automated Clearing House (ACH)		Included
☐ Incoming Wire Transfer		\$25.00 per wire transfer

#### APPLICATION PROGRAMMING INTERFACE

Item	Details	Fees	
☐ API	Standard API implementation setup	\$	

#### ADD ONS

Item	Details	Fees	
Escheat Management  By Springbok		Included	
□ 1099 Reporting Service	Springbok will prepare and deliver a printed or electronic Form 1099-MISC for each Cardholder selected by Client which will reflect cumulative loads deposited on the Cardholder's Card by Springbok. Client shall be responsible for checking each return. Springbok is performing a ministerial act and will accept no liability for such Form 1099-MISC filings with the IRS.	\$2.50 per Cardholder Plus postage charges	

## **CARDHOLDER FEES**

The following fees are collected by Sponsor Bank from Cardholders.

Item	Details	Fees
		Free*
☐ PIN based purchase transaction		Fee to Cardholder: \$0.50 Per transaction
		Free**
Non - STARsf® Network ATM withdrawals (Domestic only)		Fee to Cardholder: \$1.95 Per transaction
☑ Non - STARsf® Network ATM withdrawals (International only)		Fee to Cardholder: \$5.00 Per transaction
Non - STARsf® Network ATM balance inquiries and declines		Fee to Cardholder: \$0.75 Per transaction
Online Statements/Balance Inquiries		Free***
N PIN Replacement Request and Mailer		Fee to Cardholder: \$1.00 each
☐ Bank Teller Cash Advance Withdrawals		Fee to Cardholder: \$5.00 each
⊠ Expiration Fee	Fee charged in first month after Card expires	Fee to Cardholder: \$10.00 or remaining Unused Balance (if less)
Maintenance Fee	Monthly fee charged beginning second month following Card expiration.	Fee to Cardholder: \$3.00 or remaining Unused Balance (if less)
☐ Card Cancellation Fee		Fee to Cardholder: \$5.00
Card Re-Issuance Fee		Fee to Cardholder: \$5.00

<sup>\*</sup> Excludes international transaction fees imposed by an Association or payment network.

<sup>\*\*</sup>With the STARsf® surcharge-free service, you will have access to more than 37,000+ ATMs across the country – in national and regional retailers. Just look for ATMs with the following logos:





<sup>&</sup>gt; Look for surcharge-free locations.

#### PROGRAM MINIMUM FEES

Item	Details	Fees	
Program Minimum Fee		\$ *	

<sup>\*</sup> In the event the Program has not generated Springbok Fees equal to at least \$\\$ in its first twelve months (from its Program's launch date), then the Client agrees to pay to Springbok a Program Minimum Fee equal to the difference between \$\\$ and the actual Fees paid by the Client during such 12-month period.

<sup>\*\*\*</sup>Go to www.mycardsummary.com to check your card balance and transaction history at no charge.

#### **CARD FUNDING**

**Card Funding** 

The Client shall fund the Program in advance as required by Springbok. Springbok shall have received in advance all funding amounts for Card loads prior to Card fulfillment. Card funding amounts may be paid by corporate check, ACH or electronic funds transfer. All checks, ACH's and electronic funds transfers should be made payable to the order of "Springbok Services, Inc." and shall be made in U.S. dollars.

#### **BILLING TERMS**

**Initial Program Fees** 

Upon the execution of this Program Information Form, Springbok shall invoice Client for all Program Implementation and Set Up Fees and Prepaid Card Service Fees described in Exhibit A. Such fees shall be payable immediately and Springbok shall not be obligated to commence work on the Program until it has received payment of such fees in accordance herewith.

Monthly Billing

On a monthly basis during each month of the Term, Springbok will invoice the Client for any fees (other than those described above) that were incurred during the preceding month for the Program. Each invoice will separately list each Program and the monthly fees (if any) associated with such Program.

**Payment Terms** 

Payments for all invoices are due and payable upon receipt and may be paid by check or electronic funds transfers. All checks and electronic funds transfers should be made payable to the order of "Springbok Services, Inc." All payments shall be made in U.S. dollars.

This Program Information Form is incorporated by reference into the Prepaid Services Agreement dated August 13, 2009. This Program Information Form shall be binding on Springbok and San Bernardino Community College District when signed on behalf of each Party by an authorized representative and delivered to the other Party.

SPRINGBO	OK SERVICES, INC.	CLIENT		
BY:		By:		
	(SIGNATURE)		(SIGNATURE)	
NAME:		NAME:	BRUCE BARON	
	(PRINT OR TYPE)		(PRINT OR TYPE)	
TITLE:		TITLE:	VICE-CHANCELLOR OF FISCAL SERVICES	
	(PRINT OR TYPE)		(PRINT OR TYPE)	
DATE:		DATE:		
	(PRINT OR TYPE)		(PRINT OR TYPE)	

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Amendment 007 to the

Steinberg Architects Infrastructure Contract at Crafton Hills College

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment 007 to the Steinberg Architects Infrastructure contract at Crafton Hills College in the amount of \$8,690.00.

# **OVERVIEW**

An agreement for services is amended when there is a change in the scope of work, usually due to unforeseen conditions, or when the Department of State Architecture (DSA) requires changes in the plans, or when the District requires changes in design to accommodate the essential needs of the project.

This amendment is for providing design services for revisions to the sewer connection at Campus Drive due to unforeseen utility conflicts and the addition of a sewer stub for future tie-in of the Maintenance and Operations Facility. During construction it was discovered that existing utilities located on Campus Drive, at the intersection of the Maintenance and Operations Facility and the Child Development Center access roads, conflicted with the current design of the sewer connection. Due to this unforeseen conflict, a revised sewer connection detail was required from the design team. Also included in this change order is a sewer stub for future tie-in of the Maintenance and Operations Facility, which is not currently tied into the campuses or public sewer.

# **ANALYSIS**

The effect of this amendment will be an addition of \$8,690.00 to the Steinberg Architects Infrastructure contract, resulting in a revised contract amount of \$3,313,867.00.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

#### FINANCIAL IMPLICATIONS

Budgeted with Measure P funds

Attachment



**Project Memo** 

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4155 or 909.435.4154 - Fax: 909.389.7940

DATE:

July 13, 2009

Project Memo - CHC INFRA 2/3/4 013

TO:

Larry Klumas

Bond Program Director

San Bernardino Community College District (SBCCD)

FROM:

Bruce McDonald

Senior Project Manager Kitchell/BRj (K/BRj)

RE:

**Crafton Hills College (CHC)** 

PROJECT #: Infrastructure Package 2/3/4

Recommendation to Approve Steinberg Architects Additional Services Authorization

(ASA) #8

#### SCOPE:

SBCCD's approval of Steinberg Architects Infrastructure Packages ASA #8 for revisions to the sewer connection at Campus Drive due to unforeseen utility conflicts and the addition of a sewer stub for future tie-in of the Maintenance & Operations (M & O) Facility.

#### NARRATIVE:

During construction it was discovered that existing utilities located in Campus Drive, at the intersection of the M & O and CDC access roads, conflicted with the current design of the sewer connection. Due to this unforeseen conflict a revised sewer connection detail was required from the design team. Also, included in this ASA is a sewer stub for future tie-in of the Maintenance & Operations Facility. Currently the (M & O) Facility isn't tied into the campuses or public sewer system and with this sewer stub it will allow for a future connection.

The additional cost associated with Steinberg Architects Infrastructure Packages ASA #8 is \$8,690.00. If approved Steinberg Architects new Infrastructure Packages contract sum will be \$3,131,867.00.

#### RECOMMENDATION:

K/BRj recommends that SBCCD approve Steinberg Architects ASA #8 for additional services. The Contract Amendment will be prepared by Kitchell/BRj and will be put on the August 2009 SBCCD board agenda for SBCCD Board of Trustees approval.

Attachments:

Steinberg Architects ASA #8 (2 pages)

Cc:

Alan Rosen; Geoff Bachanas - Kitchell/BRi

# STEINBERG ARCHITECTS INFRASTRUCTURE CONTRACT AMENDMENT: 007

PROJECT: Crafton Hills College (CHC)

11711 Sand Canyon Road Yucaipa, CA 92399

OWNER: San Bernardino Community College District (SBCCD)

TO:

Steinberg Architects (SA) 523 West 6<sup>th</sup> Street Suite 245 Los Angeles, CA 90014

#### **Brief Description:**

This amendment is for providing design services for revisions to the sewer connection at Campus Drive due to unforeseen utility conflicts and the addition of a sewer stub for future tie-in of the Maintenance & Operations (M & O) Facility. During construction it was discovered that existing utilities located in Campus Drive, at the intersection of the M & O and CDC access roads, conflicted with the current design of the sewer connection. Due to this unforeseen conflict a revised sewer connection detail was required from the design team. Also, included in this ASA is a sewer stub for future tie-in of the Maintenance & Operations Facility. Currently the (M & O) Facility isn't tied into the campuses or public sewer system and with this sewer stub it will allow for a future connection.

#### Attachments:

- Kitchell/BRi project memo CHC Infra 2/3/4 013 (1 page)
- Steinberg Architects Infrastructure ASA #8 proposal (2 pages)

#### Costs:

\$8,690.00 = Total amount of this Amendment

The original Contract Sum

Net change by previous Amendments

\$78,602.00

The Contract Sum prior to this Amendment

The Contract Sum will be increased by this Amendment

\$8,690.00

The new Contract Sum including this Amendment

\$3,123,177.00

\$3,123,177.00

\$3,123,177.00

\$3,123,177.00

\$3,123,177.00

The Contract Schedule as of this Amendment will be unchanged.

By signing this Amendment the SBCCD authorizes Steinberg Architects to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to Steinberg Architects contract with SBCCD.

Not valid until signed by all parties. Signature of Architect indicates agreement herewith, including any adjustment in the Contract Sum or Construction Schedule.

Authorized:

DATE:

ARCHITECT		
Steinberg Architects		

PROGRAM MANAGER Kitchell/BRj OWNER SBCCD

By: Marx

Br. Druce (- Mobrald

Ву: \_\_\_\_\_

DATE: 7/15/09

DATE:

# Steinberg Architects

June 15, 2009

Mr. Bruce McDonald Kitchell/BRJ Crafton Hills College 1171 Sand Canyon Road Yucaipa, CA92399 523 West 6th Street, Suite 245 Los Angeles, California 99014 www.steinbergarchitects.com

Re:

San Bernardino Community College District: Crafton Hills College

Project:

· Infrastructure

Project #:

06063.030

ASA#8:

Sewer Stub for the Maintenance & Operations Facility and Revised Sewer

Connection to Campus Drive.

#### Dear Bruce:

Steinberg Architects is submitting this Additional Services Authorization for the addition of a sewer stub for the Maintenance Facility and modification of the construction documents for revisions to the sewer connection at Campus Drive due to unforeseen utility conflicts.

The sewer stub for the Maintenance Facility is the result of a request by the campus to provide to provide an opportunity for future connection since the facility is not currently connected to a public sewer.

The sewer connection modifications are the result of interfering utilities in Campus Drive, this interference was discovered during construction potholing.

## I. PROJECT PARAMETERS

#### Sewer Stub

- Preliminary Design
- Coordination for client approval
- Preparation of final construction sketch for installation of sewer lateral.

#### **Sewer Connection Modifications**

- One site visit
- Preparation of alternatives
- · Issuance of final sketches

#### II. SCHEDULE

Upon receiving authorization to proceed from the district we anticipate design services for this work to take two weeks.

#### III. ADDITIONAL SERVICES FEE

Sewer Stub - CIVIL	\$1,600
Sewer Connection Modification - CIVIL	\$6,300
	\$7,900
10% Mark-Up	\$790
TOTAL	\$8,690

The fee for the proposed services is eight thousand six hundred ninety dollars (\$8,690)

# IV. HOURLY RATE SCHEDULE

FOR CHANGE IN SERVICES, THE ARCHITECT'S HOURLY RATES ARE SET FORTH AS FOLLOWS:

Principal	\$228	Job Captain	\$132
Senior Project Manager	\$170	Intermediate	\$100-110
Senior Designer	\$170	. Designer/Drafter	\$95
Project Manager	\$155	Administrative Staff	<b>\$85</b>
Project Architect	<i>\$155</i>	Intern	\$69
Designer	\$143		

# V. Authorization

Please review this proposal, and if this is acceptable please provide Steinberg Architects with authorization to proceed. This proposal and agreement shall be binding if agreed to in writing by the owner within thirty (30) days of the date above.

Please call if you have any questions concerning this agreement. Sincerely,

STEINBERG ARCHITECTS

Gilbert Rocca Project Manager

Cc: David Hart, Irene Ngo, File A01

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Change Order 01 to the

Fischer, Inc. Infrastructure Package 2/3/4 Contract at Crafton Hills College

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order 01 to the Fischer, Inc. Infrastructure Package 2/3/4 contract at Crafton Hills College in the amount of \$47,592.00.

# **OVERVIEW**

A change order to a construction contract may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability.

This change order is a result of changes to the Infrastructure 2/3/4 project package, and includes 1) sewer line depth revision from the Learning Resource Center connection, 2) sewer line connection revision at Campus Drive, 3) new gas service to the College Center, and 4) additional exploratory excavation for the location of an existing water line.

# **ANALYSIS**

The effect of this change order will be an addition of \$47,592.00 to the Fischer, Inc. contract, resulting in a revised contract amount of \$1,538,592.00. There is no change to the project schedule.

## **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment



**Project Memo** 

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4155 or 909.435.4154 - Fax: 909.389.7940

DATE:

July 17, 2009

Project Memo - CHC INFRA 2/3/4 0014

TO:

Larry Klumas

Bond Program Director

San Bernardino Community College District (SBCCD)

FROM:

Bruce McDonald

Senior Project Manager Kitchell/BRj (K/BRj)

RE:

Crafton Hills College (CHC)

PROJECT #: Infrastructure Package 2/3/4

Recommendation to approve BC INFRA 234-03 Fischer, Inc. Change Order 01

Attached is BC INFRA 234-03 Fischer, Inc. Change Order 01 for CHC Infrastructure Package 2/3/4.

Included within this Change Order are the below listed Project Changes (see attachments for further description):

- Infra Pkg 2/3/4 Project Change #08: Sewer line depth revision from LRC connection
- Infra Pkg 2/3/4 Project Change #09: Sewer line connection revision @ Campus Drive
- Infra Pkg 2/3/4 Project Change #10: New gas service to College Center
- Infra Pkg 2/3/4 Project Change #11: T&M work for location water service

The additional cost associated with BC INFRA 234-03 Fischer, Inc. Change Order 01 is \$47,592.00. Fischer, Inc. revised Contract sum will be \$1,538,592.00. Fischer, Inc. revised Change Order percentage will be 3.2%.

Kitchell/BRj has reviewed BC INFRA 234-03 Fischer, Inc. Change Order 01 and the associated Project Changes and recommends approval.

Attachments:

Infra Pkg 2/3/4 Fischer, Inc. Change Order #1 (2 pages)

Infra Pkg 2/3/4 Project Change #08 (15 pages) Infra Pkg 2/3/4 Project Change #09 (8 pages) Infra Pkg 2/3/4 Project Change #10 (5 pages) Infra Pkg 2/3/4 Project Change #11 (8 pages)

Cc:

Alan Rosen; Geoff Bachanas - Kitchell/BRj

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

9523 Project Number Capital Facilities Program Management

C,O,: 01

# **CHANGE ORDER**

Original Contract Amount:

\$1,491,000.00

Amount Previous Change Orders:

\$0.00

* Note: This is Change C	Order No. 01	for Contract	INFRA234-03		
School Name:	Crafton Hills College	)		Date:	7/12/2009
Project Description:	Infrastructure Packa	ges 2, 3, & 4	-	Contract No.:	INFRA234-03
To: (Contractor):	Fischer, Inc.			Attn:	
You are hereby directed	to make the following	changes in the	above reference con	tract for:	
Item No.: Refer to attac	shed C.O No.: 01	index.	Reference RFP No	.: Refer to attach	ed.
Description of Work:		•			
Refer to attached Ch	ange Order No. 01	index for des	criptions of work.		
TOTAL COST OF CHA	ANGE ORDER NO.	•	\$47,59	2.00	
Reason for Change:	•	Refer to attac	hed Change Order N	o. 01 index.	
Initiator of Change:		Refer to attac	hed Change Order No	o. 01 index.	
Drawings associated with C.	O. No. 111 :	ere as follows:	Refer to attachements	<u> </u>	
The contract AMOUNT due t		vill be:	Increased	· · · · · · · · · · · · · · · · · · ·	92.00
The contract TIME due to C.	O. No. 01 w	ମ୍ବା be:	unchanged by	-	ar days.
The revised Contract Comple	ation Date, including this	C.O. is, therefor	, , – +	unchan	
The revised Contract Amount	l, including this C.O. is, t	herefore:		\$1,538,59	
SBCCD C	hange Order No. 01 in	cludes Item Nun	nber(s):	PC No. #008, #009,	#010 & #011
This Change Order is not valid Bernardino Community Colleg	d until signed by both the je District Board of Educ	aion)	ne District Representation	e (on behalf of the S	San
Contractor's signature indicate					
I have reviewed the figure this request is valid and r	es submitted by the Co ecommend your appro	ontractor and the	iey have been reviewe ince.	ed by the District,	l believe
	Signature		vame (printed)	Dat	е
Contractor:	RYT, W	Hill	ROBERT MY	MILEY , 7	16/09
Architect:	12-9-	二、湖	UJ. SANTANH	7/5/	69
Inspector:	1		thuh Potth	n 5-16	-09
Constr. Mgr.:	<i>00112-</i>	- Matt	Brejor	7/14/09	
Prog. Mgr.:	Jusi (-1	119 Kma	ld	7/17/0	9
District:	· · · · · · · · · · · · · · · · · · ·			-	
LL FARRAGE DESIGNATES	Ohio traterat PA		inted Name/Title	<del>,</del>	
ate of California - Division of the S	•	application No	3 /*	File No	***************************************
proved	<u>per</u>	Principal Structura	i Engineer:	*	·

San Bernardino Community College District

Contract INFA234-03: Fischer, Inc.

# **CHANGE ORDER NO. 01**

				ject Cost Alloc	ation			
REF.	DESCRIPTION OF ITEM	CODE	CREDIT	COST	BALANCE	Pckg 2	Pckg 3	Pckg 4
PC-08 PC-09 PC-10 PC-11	Sewer line connection revision @ Campus Drive New gas service to College Ctr	B3 A3 A3 A3		\$20,492 \$22,187 \$2,501 \$2,412	\$20,492 \$22,187 \$2,501 \$2,412	2412	20492 22187 2501	
							÷	
	Subtotal				\$47,592	\$2,412	\$45,180	\$0
	TOTAL CHANGE ORDER # 02		-	1	\$47,592			

## CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE
- \* Note: "I" has been omitted not to be confused with "1"
- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Change Order 01 to the

Precision Concrete Construction, Inc. Contract at Crafton Hills College

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order 01 to the Precision Concrete Construction, Inc., Learning Resource Center contract at Crafton Hills College in the amount of \$32,060.00.

## **OVERVIEW**

A change order to a construction contract may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability.

This change order is a result of a new cast-in-place concrete wall and footing at the Learning Resource.

## **ANALYSIS**

The effect of this change order will be an addition of \$32,060.00 to the Precision Concrete Construction, Inc. contract, resulting in a revised contract amount of \$3,306,760.00. There is no change to the project schedule.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds

Attachment



**Project Memo** 

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4155 or 909.435.4154 - Fax: 909.389.7940

DATE:

July 17, 2009

Project Memo - CHC LRC 0026

TO:

Larry Klumas

Bond Program Director

San Bernardino Community College District (SBCCD)

FROM:

Bruce McDonald

Senior Project Manager Kitchell/BRj (K/BRj)

RE:

**Crafton Hills College (CHC)** 

PROJECT #: LRC

Recommendation to approve BC LRC-02 Precision Concrete Change Order 01

Attached is BC LRC-02 Precision Concrete Change Order 01 for CHC LRC.

Included within this Change Order are the below listed Project Changes (see attachments for further description):
- LRC Project Change #02: Installation of new cast-in-place concrete wall & footing

The additional cost associated with BC LRC-02 Precision Concrete Change Order 01 is \$32,060.00. LD Anderson, Inc. revised contract sum will be \$3,306,760.00. LD Anderson, Inc. revised Change Order percentage will be 0.98%.

Kitchell/BRj has reviewed BC LRC-02 Precision Change Order 01 and the associated Project Changes and recommends approval.

Attachments:

LRC Precision Concrete Change Order #1 (2 pages)

LRC Project Change #02 (19 pages)

Cc:

Alan Rosen; Geoff Bachanas - Kitchell/BRj

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

8104 Project Number Capital Facilities Program Management

C.O.:

01

# **CHANGE ORDER**

Original Contract Amount:

\$3,274,700.00

Amount Previous Cha  * Note: This is Change Or	•	\$0.00 01 for Contract	CLRC01:02		
School Name:	Crafton Hills Co	llege		Date:	7/15/2009
Project Description:	Learning Re	source Cent	er	Contract No.:	CLRC01:02
To: (Contractor):	Precision Concr	ete		– _Attn:	Dennis
You are hereby directed	to make the follo	wing changes in th	ne above reference contra	act for:	
Item No.: Refer to attac	hed C.O No.:	01 index.	Reference RFP No.:	Refer to attacl	ned.
Description of Work:					
Refer to attached Cha	ange Order No.	01 index for de	escriptions of work.		
TOTAL COST OF CHA	ANGE ORDER N	О.	\$32,060	0.00	
Reason for Change:		Refer to att	ached Change Order No	. 01 index.	
Initiator of Change:			ached Change Order No		
£					
Drawings associated with C	.O. No.	01 are as follows	Refer to attachements.		
The contract AMOUNT due	to C.O. No.	01 will be:	increased	by \$32	,060.00
The contract TIME due to C	.O. No.	01 will be:	unchanged by	15 caler	idar days.
The revised Contract Completion Date, including this C.O. is, therefore: unchanged					
The revised Contract Amour	nt, including this C.	O. is, therefore:		\$3,306,	760.00
SBCCD	Change Order No.	01 includes item i	Number(s):	PC(	002
This Change Order is not va Bernardino Community Colle	lid until signed by l ege District Board	both the Architect ar of Education)	nd the District Representation	ve (on behalf of th	e San
Contractor's signature indica	ites agreement hei	ewith, including any	adjustment in the contract	amount or contra	ct time.
I have reviewed the figuthis request is valid and	res submitted by recommend you	the Contractor ar r approval for acc	nd they have been review eptance.	ed by the Distric	t, I believe
_	Sig	nature	Name (printed)		Date
Contractor:	W.	he tweet	- Pedro Ce	rvantes	7,-17-09
Architect:	7-73	3	TUAN SANTALA	1 7/16	107
Inspector:	14		STAUL POTT	6n >-	16-09
Constr. Mgr.:	11111		Matt Brayer	7/1	7/09
Prog. Mgr.:	Fruc (7	Whall	Bruce McDon	ald 7/1	7/09
District:					<del>/                                    </del>
			Printed Name/Title		
State of California - Division of the	ne State Architect	DSA Application N	ło	File No.	<del> </del>
Approved		per Principal Str	ructural Engineer		

San Bernardino Community College District

Contract CLRC01:02 Precision Concrete Construction

# **CHANGE ORDER NO. 01**

REF. DESCRIPTION OF ITEM	CODE	CREDIT	COST	BALANCE
PC002 New CIP wall @ Stair 5 on line 8 (FCD #5)	G3		\$32,060	\$32,060
			İ	
		•		•
		-	.	
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				•
			1	
			i	
Subtotal				\$32,060
TOTAL CHANGE ORDER # 01				\$32,060

## CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE
- \* Note: "I" has been omitted not to be confused with "1"
- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Amendment 005 to the

NTD Architecture Contract at San Bernardino Valley College

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment 005 to the NTD Architecture contract at San Bernardino Valley College in the amount of \$183,456.00.

# **OVERVIEW**

An agreement for services is amended when there is a change in the scope of work, usually due to unforeseen conditions, or when the Department of State Architecture (DSA) requires changes in the plans, or when the District requires changes in design to accommodate the essential needs of the project.

This amendment is for 1) modification to foundation design at Media/Communications, 2) data and communication design for Maintenance & Operations, 3) data and communication design for Media/Communications, North Hall Replacement, Chemistry/Physical Science and the Custodial Building to the main Campus data center, 4) sewer realignment design for North Hall Replacement, 5) design for the addition of the chilled water system to the existing Auditorium Building, 6) design for the demolition of the existing Physical Science, Chemistry, North Hall and Cooling Tower, and 7) modification to the foundation design at North Hall Replacement.

# **ANALYSIS**

The effect of this amendment will be an addition of \$183,456.00 to the NTD Architecture contract, resulting in a revised contract amount of \$6,728,654.80. There is no change to the project schedule.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

## ARCHITECT CONTRACT AMENDMENT: 005

PROJECT: Valley College (SBVC)

701 So. Mount Vernon Ave. San Bernardino, CA 92410

TO: NTD Architecture (NTD) 955 Overland Court Suite 100 San Dimas, CA 91773-1718

OWNER: San Bernardino Community College District

#### Brief Description:

The District has negotiated with NTD Architecture for additional fees associated with various added services to their contract as follows:

1. Provide modification to the foundation design at Media/Communications

\$26,290.00

2. Provide Data and Communication design services for Maintenance & Operations

\$9,955.00

3. Provide Data and Communication design services for Media/Communications, North Hall Replacement, Chemistry/Physical Science and the Custodial Buildings to the main Campus data center located in the Computer Service \$36,227.00 Building (CSB)

4. Provide sewer re-alignment design services for North Hall Replacement

\$3,978.00

5. Provide design services for the addition of the Chilled Water System to the existing Auditorium Building

\$46,041.00

6. Provide design services for the demolition of the existing Physical Science, Chemistry and North Hall Buildings and the Cooling Tower located at the east side of North Hall \$38,085.00

7. Provide modification to the foundation design at North Hall Replacement

\$22,880.00

#### Attachments:

Architect back-up

#### Costs:

\$183,456.00 = Grand Total of this requested Contract Amendment: 005

The original Contract Sum	\$5,304,419.00
Net change by previous Amendments	\$1,240,779.80
The Contract Sum prior to this Amendment	\$6,545,198.80
The Contract Sum will be increased by this Amendment	\$183,456.00
The new Contract Sum including this Amendment	\$6,728,654.80

The Contract Schedule as of this Amendment will be increased by:

0 calendar days

By signing this Amendment the San Bernardino Community College District (SBCCD) authorizes NTD Architecture to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to NTD Stichler Architects contract with SBCCD.

Not valid until signed by all parties. Signature of Architect indicates agreement herewith, including any adjustment in the Contract Sum or Contract Schedule.

Authorized:

ARCHITECT	PROGRAM MANAGER	OWNER
NTD Architecture	Kitchell CEM	SBCCD
By: 012955	By:	By:
DATE: 7/22/09	DATE DEP. 00	DATE:
I./P/SBCCD/2 () Correspondence/SBCCD Corr	recondence Board Items 2000 08 August Board N	FD Amendments\005 Architect Contract

Amendment 07-16-09.doc





Via Fax (909) 889-9952

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Media Communications Building

Foundations Redesign Due to Conflict with Existing Services

Additional Services Proposal San Bernardino Valley College

NTD No. 2009-0116-99

Dear Mr. Whiterspoon:

It is our understanding that site conflicts were encountered with the current foundation design and existing site utility services. As a result, we have been asked to modify the foundation design so the utilities can remain in place. I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of foundation re-design and construction documents for the Media Communications Building.

# Scope of work as we understand it:

- Coordinate the existing field conditions with criteria data provided by Tilden Coil.
- 2. Redesign of the foundation system.
- Prepare revised construction drawings and calculations, showing locations of areas of work specific to the Media Communications Building as coordinated and directed by the Kitchell/BRJ.
- 4. Coordinate design and construction documents with all associated project consultants.
- 5. Submit construction documents to DSA for review.
- 6. Incorporate any required changes based on DSA backcheck resolution.
- 7. Provide Kitchell/BRJ, San Bernardino Valley College three (3) sets DSA approved documents.
- 8. Assist Kitchell/BRJ, San Bernardino Valley College during bidding negotiations, construction observation and project closeout.

Cont. 2/



Mr. Jon Witherspoon Media Communications Building Foundation Redesign Additional Services Proposal March 25, 2009 Page -2-

# Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.

## Fee Schedule:

Our proposed fee for this project is a fixed fee of \$26,290 to be invoiced upon delivery of the revised drawings and calculations for DSA approval (see attached breakdown).

# Media Communications Building

•	Structural	\$ 21,700
•	10% mark-up	\$ 2,170
	Sub-Total \$ 23.870	

•	Architectural	\$ 2,420

Total Fee: \$ 26,290

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.



Mr. Jon Witherspoon Media Communications Building Foundation Redesign Additional Services Proposal March 25, 2009 Page -3-

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Jay R Tittle, AIA Partner C-12955

Attch: Structural & Architectural Breakdown (1 pg.)

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services

Date

cc:

Jim Cordova Wendy Nord Debbie Jasco

File



Mr. Jon Witherspoon Media Communications Building Foundation Redesign Additional Services Proposal

# Structural Breakdown

Design: Senior Engineer & Associate 48 hours

Analysis & Calculations: Senior Engineer & Associate 24 hours

CAD: Designer 32 hours

DSA: Associate 12 hours

CA: Senior Engineer & Associate 24 hours

Administration: 4 hours

Project Management: 4 hours

# Architectural Breakdown

Coordination: Project Manager 12 hours

Coordination: Construction Administrator 4 hours

Administration: 4 hours



5 May 2009

Via Fax (909) 889-9952

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject: Additional Services Proposal for

Site Data & Communications at Maintenance & Operations Building San Bernardino Valley College

NTD No. 2009-0174-99

# Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents for the connectivity of the Data and Communication for the Maintenance and Operations Building.

# Scope of work as we understand it:

- 1. Coordinate the existing field conditions with criteria data provided by Ktchell/KBRJ and the San Bernardino Valley College (SBVC).
- 2. Prepare an overall site drawing, detailing pathways, new and existing vaults, conduits required for data and communications connectivity.
- 3. Prepare construction drawings, showing locations of areas of work specific to the Maintenance and Operations Building/Site, as coordinated and directed by Kitchell/BRJ.
- 4. Coordinate design and construction documents with all associated project consultants.
- 5. Submit construction documents to DSA for review and approval.
- Incorporate any required changes based on DSA backcheck resolution.
- 7. Provide Kitchell/BRJ, San Bernardino Valley College three (3) sets DSA approved documents.
- 8. Assist Kitchell/BRJ, San Bernardino Valley College during bidding negotiations, construction observation and project closeout.

Cont... 2/



Mr. Jon Witherspoon Additional Services Proposal for Maintenance & Operations Building San Bernardino Valley College May 5, 2009 Page -2-

# Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and or/value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.

## Fee Schedule

Our proposed fee for this project is a fixed fee of \$9,955 to be invoiced upon delivery of the revised drawings and calculations for DSA approval.

Maintenance & Operations Building Site Data & Communications:

	Technology	\$7,232
•	10% mark-up Sub-Total	<u>\$ 723</u> \$7,955
•	Architectural	\$ 2,000

Total Fee: \$ 9,955

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Jon Witherspoon Additional Services Proposal for Maintenance & Operations Building San Bernardino Valley College May 5, 2009 Page -3-

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Jay R Tittle, AIA Partner C-12955 JRT:dj

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services	Date	

CC:

Jim Cordova Wendy Nord Debbie Jasco File





Via Fax (909) 889-9952

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Additional Services Proposal for Site Data & Communications at Media & Communications Building, North Hall Replacement Building,

Physical Chemistry/Science Building, &

Custodial, Maintenance & Operations Buildings

San Bernardino Valley College

NTD No. 2009-0175-99

# Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents for the connectivity of the Data and Communication for the Media & Communications, North Hall Replacement, Physical Chemistry/Science, and Custodial Buildings, with the Main Campus Data Center located in the Computer Service Building (CSB)

## Scope of work as we understand it:

- 1. Coordinate the existing field conditions with criteria data provided by Kitchell/BRJ and the San Bernardino Valley College (SBVC).
- 2. Prepare a survey to verify all data & communications infrastructure pathways on the Valley Campus to identify a route for connectivity for Media & Communications Building, North Hall Replacement Building, Physical Chemistry/Science Building, & Custodial, Maintenance & Operations Buildings. Issue a report of the findings of this survey.
- 3. Prepare an overall site drawing, detailing pathways, new and existing vaults, conduits required for data and communications connectivity.
- 4. Prepare construction drawings, showing locations of areas of work specific to the subject buildings, as coordinated and directed by Kitchell/BRJ.
- 5. Coordinate design and construction documents with all associated project consultants.
- 6. Submit construction documents to DSA for review and approval, as required for this scope of work.
- 7. Incorporate any required changes based on DSA backcheck resolution.

Cont...2/



Mr. Jon Witherspoon Additional Services Proposal for Site Data & Communications San Bernardino Valley College July 14, 2009 REVISED Page 2

- 8. Provide Kitchell/BRJ, San Bernardino Valley College three (3) sets DSA approved documents.
- 9. Assist Kitchell/BRJ, San Bernardino Valley College during bidding negotiations, construction observation and project closeout.

# Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.

## Fee Schedule

Our proposed fee for this project is a fixed fee of \$36,227 to be invoiced upon delivery of the revised drawings and specifications for DSA approval.

Site Data & Communications – Various Buildings:

•	Technology	\$25,252
•	10% mark-up	\$ 2,225
	Sub-Total	\$27,477

• Architectural \$8,750

Total Fee: \$36,227

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.



Mr. Jon Witherspoon Additional Services Proposal for Site Data & Communications San Bernardino Valley College July 14, 2009 REVISED Page 3

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Tittle, AIA Partner C-12955

JRT:di

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce	e Baron, Vice Chancellor, Fiscal Services	Date	
cc:	Jim Cordova		

Leigh Anne Jones Fariba Shantiyai Wendy Nord Debbie Jasco

File



5 May 2009

Via Fax (909) 889-9952

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Additional Services Proposal for

Sewer Realignment at

North Hall Replacement Building San Bernardino Valley College

NTD No. 2009-0173-99

# Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of Sewer Realignment re-design and construction documents for the North Hall Replacement Building.

# Scope of work as we understand it:

- Coordinate the existing field conditions with criteria data provided by Tilden Coil Constructors (TCC).
- 2. Partial redesign of the sewer system.
- 3. Prepare revised construction drawings, showing locations of areas of work specific to the North Hall Replacement Building as coordinated with TCC and directed by Kitchell/BRJ.
- 4. Coordinate design and construction documents with all associated project consultants.
- 5. Submit construction documents to DSA for review, via FCD.
- 6. Incorporate any required changes based on DSA backcheck resolution.
- Provide Kitchell/BRJ, San Bernardino Valley College three (3) sets DSA approved documents.

Cont...2/



Mr. Jon Witherspoon North Hall Replacement Building Sewer Realignment Additional Services Proposal May 5, 2009 Page -2-

# Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- All Architectural and Engineering services not directly related to the scope of work listed above.

## Fee Schedule

Our proposed fee for this project is a fixed fee of \$3,978 to be invoiced upon delivery of the revised drawings and calculations for DSA approval.

North Hall Replacement Building Sewer Realignment:

9	Civil	\$2,844
•	10% mark-up	\$ 284
	Sub-Total	\$3,128

Architectural \$ 850

Total Fee: \$3,978

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Jon Witherspoon North Hall Replacement Building Sewer Realignment Additional Services Proposal May 5, 2009 Page -3-

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Tittle, AIA Partner

RI:dj

C-12955

Approved and accepted on behalf of San Bernardino Community College District by:

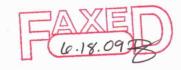
Bruce Baron, Vice Chancellor, Fiscal Services	Date	

CC:

Jim Cordova Wendy Nord Debbie Jasco

File





12

15 June 2009

Via: Fax (909) 889-9952 & First Class Mail

KITCHELL / BRJ

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

JUN 2 3 2009

Subject:

Additional Services Proposal for

Auditorium Building

Chilled Water Plant Addition – Minor Modernization

San Bernardino Valley College

2009-0225-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents for the Addition of the Chilled Water System to the Existing Auditorium Building.

# Scope of work as we understand it:

- Coordinate the existing field conditions with scope criteria data provided by the San Bernardino Valley College Program Manager Kitchell/BRJ.
- 2. Review existing record drawings and coordinate the proposed scope of work for the addition of the chilled water system, to include the following.
  - Provide site chilled water piping design (site piping shall extend from the chilled water plant to existing pipes entering the Auditorium Building).
  - Provide plumbing systems utility design for the new chilled water plant.
  - Provide electrical power system design for the new chilled water plant.
  - Provide structural design analysis and documents for the chilled water plant concrete pad, with the related equipment anchorage.
- 3. Prepare construction drawings, showing locations of areas of work specific to the Auditorium Building as coordinated with and directed by Kitchell/BRJ.
- Coordinate Design and Construction Documents with all associated project consultants.
- 5. Prepare and provide Statement of Probable Construction Cost.
- 6. Submit Construction Documents to DSA for review.

Cont...2/



Mr. Jon Witherspoon Auditorium Building Chilled Water Plant Addition Additional Services Proposal June 15, 2009 Page -2-

- 7. Incorporate any required changes based on DSA backcheck resolution.
- 8. Provide Kitchell/BRJ, San Bernardino Valley College three (3) sets DSA approved documents.

# Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.

## Fee Schedule

Our proposed fee for this project is a fixed fee of \$46,041 to be invoiced upon delivery of the revised drawings and calculations for DSA approval.

# Auditorium Building

•	MEP	\$	18,750
•	Structural	\$	4,160
•	Estimating Subtotal	\$ \$	1,250 24,160
•	10% Mark-up Subtotal	\$	2,416 26,576
•	Architectural	\$	19,465
	Total Fee	\$	46,041

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.



Mr. Jon Witherspoon Auditorium Building Chilled Water Plant Addition Additional Services Proposal June 15, 2009 Page -3-

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Tittle AIA Partner C-12955

JRI:di

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services	Date	

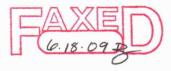
CC:

Jim Cordova Wendy Nord Debbie Jasco

File



# MICHELL / BRJ



15 June 2009

JUN 2 3 2009

Via: Fax (909) 889-9952 & First Class Mail

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Additional Services Proposal for

Demolition Package at

North Hall Building (south portion), Science Building, Chemistry Building &

Cooling Tower East of the Existing North Hall Building

San Bernardino Valley College

2009-0226-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents for the demolition of the Science, Chemistry and North Hall Buildings and the Cooling Tower located at the east side of the North Hall Building.

## Scope of work as we understand it:

- Coordinate the existing field condition with scope criteria data provided by the San Bernardino Valley College Program Manager, Kitchell/BRJ
- Review existing record drawings and coordinate the proposed scope of work for the demolition of the South portion of the North Hall, Science and Chemistry Buildings and the Cooling Tower (see attached area diagram).
- Prepare construction drawings, showing locations of areas of work specific to the areas of demolition per the above description, as coordinated with and directed by Kitchell/BRJ.
- 4. Coordinate Design and Construction Documents with all associated project consultants.
- Provide a Probable Estimate Cost of Construction for the demolition project.
- Submit Construction Documents to DSA for review.

Cont...2/



Mr. Jon Witherspoon
Demolition Package
North Hall, Science, Chemistry and Cooling Tower
Additional Services Proposal
June 15, 2009
Page -2-

- 7. Incorporate any required changes based on DSA backcheck resolution.
- 8. Provide Kitchell/BRJ, San Bernardino Valley College three (3) sets DSA approved documents.

## Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- All Architectural and Engineering services not directly related to the scope of work listed above.

## Fee Schedule

Our proposed fee for this project is a fixed fee of \$38,085 to be invoiced upon delivery of the revised drawings and calculations for DSA approval.

## Demolition Package

	MEP	\$ 3,750
	Estimating	\$ 800
	Subtotal	\$ 4,550
•	10% Mark-up	\$ 455
	Subtotal	\$5,005
•	Architectural	\$ 33,080
	Total Fee:	\$ 38,085



Mr. Jon Witherspoon Demolition Package North Hall, Science, Chemistry and Cooling Tower Additional Services Proposal June 15, 2009 Page -3-

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Title, AIA

Partner C-12955

JRT:d

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services	Date
Attch: Area Diagram	
cc: Jim Cordova	

File

Wendy Nord Debbie Jasco





Via Fax (909) 889-9952

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 0 92401

Subject:

North Hall Building

Foundations Redesign Due to Conflict with Existing Services

Additional Services Proposal San Bernardino Valley College

NTD No. 2009-0117-99

# Dear Mr. Whiterspoon:

It is our understanding that site conflicts were encountered with the current foundation design and existing site utility services. As a result, we have been asked to modify the foundation design so the utilities can remain in place. I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of foundation re-design and construction documents for the North Hall Building.

## Scope of work as we understand it:

- 1. Coordinate the existing field conditions with criteria data provided by Tilden Coil.
- 2. Redesign of the foundation system.
- 3. Prepare revised construction drawings and calculations, showing locations of areas of work specific to the North Hall Building as coordinated and directed by the Kitchell/BRJ.
- 4. Coordinate design and construction documents with all associated project consultants.
- 5. Submit construction documents to DSA for review.
- 6. Incorporate any required changes based on DSA backcheck resolution.
- 7. Provide Kitchell/BRJ, San Bernardino Valley College three (3) sets DSA approved documents.
- 8. Assist Kitchell/BRJ, San Bernardino Valley College during bidding negotiations, construction observation and project closeout.

Cont...2/



Mr. Jon Witherspoon North Hall Building Foundation Redesign Additional Services Proposal March 25, 2009 Page -2-

## Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.

## Fee Schedule

Our proposed fee for this project is a fixed fee of \$22,880 to be invoiced upon delivery of the revised drawings and calculations for DSA approval (see attached breakdown).

# North Hall Building

Total Fee:

•	Structural	\$ 18,600
•	10% mark-up Sub-Total	\$ 1,860 \$ 20,460
•	Architectural	\$ 2,420

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

\$ 22,880



Mr. Jon Witherspoon North Hall Building Foundation Redesign Additional Services Proposal March 25, 2009 Page -3-

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Tittle, AIA Partner

C-12955

Attch: Structural & Architectural Breakdown (1 pg.)

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services	Date

CC:

Jim Cordova Wendy Nord Debbie Jasco

File



Mr. Jon Witherspoon North Hall Building Foundation Redesign Additional Services Proposal

# Structural Breakdown

Design: Senior Engineer & Associate 40 hours,

Analysis & Calculations: Senior Engineer & Associate 16 hours,

CAD: Designer 32 hours

DSA: Associate 12 hours

CA: Senior Engineer & Associate 20 hours

Administration: 4 hours

Project Management: 4 hours

# Architectural Breakdown

Coordination: Project Manager 12 hours

Coordination: Construction Administrator 4 hours

Administration: 4 hours

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Amendment 006 to the

NTD Architecture Contract at San Bernardino Valley College

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment 006 to the NTD Architecture contract at San Bernardino Valley College in the amount of \$37,557.00.

# **OVERVIEW**

An agreement for services is amended when there is a change in the scope of work, usually due to unforeseen conditions, or when the Department of State Architecture (DSA) requires changes in the plans, or when the District requires changes in design to accommodate the essential needs of the project.

This amendment is for architectural review of the current project design for potential LEED certification for the Chemistry/Physical Science, Media/Communications and North Hall Replacement Buildings.

## **ANALYSIS**

The effect of this amendment will be an addition of \$37,557.00 to the NTD Architecture contract, resulting in a revised contract amount of \$6,766,211.80. There is no change to the project schedule.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

## ARCHITECT CONTRACT AMENDMENT: 006

PROJECT: Valley College (SBVC)

701 So. Mount Vernon Ave. San Bernardino, CA 92410

OWNER: San Bernardino Community College District

TO: NTD Architecture (NTD) 955 Overland Court Suite 100 San Dimas, CA 91773-1718

## Brief Description:

The District has negotiated with NTD Architecture for additional fees associated with various added services to their contract as follows:

- 1. Review current project design for potential LEED Certification and provide design services to LEED criteria for the Chemistry/Physical Science Building \$16,550.00
- 2. Review current project design for potential LEED Certification and provide design services to LEED criteria for the Media/Communications Building \$8,937.00
- Review current project design for potential LEED Certification and provide design services to LEED criteria for the Chemistry/Physical Science Building \$12,070.00

#### Attachments:

Architect back-up

#### Costs:

\$37,557.00 = Grand Total of this requested Contract Amendment: 006

The original Contract Sum	\$5,304,419.00
Net change by previous Amendments	\$1,424,235.80
The Contract Sum prior to this Amendment	\$6,728,654.80
The Contract Sum will be increased by this Amendment	\$37,557.00
The new Contract Sum including this Amendment	\$6,766,211.80
The Contract Schedule as of this Amendment will be increased by:	0 calendar days

By signing this Amendment the San Bernardino Community College District (SBCCD) authorizes NTD Architecture to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to NTD Stichler Architects contract with SBCCD.

Not valid until signed by all parties. Signature of Architect indicates agreement herewith, including any adjustment in the Contract Sum or Contract Schedule.

Authorized:

ARCHITECT NTD Architecture	PROGRAM MANAGER Kitchell CEM	OWNER SBCCD	
By: AM CIZASS DATE: 7 M/69	By: DATE: 1. 6. cc	By:DATE:	

J:\P\SBCCQ2.0 Correspondence\SBCCD Correspondence\Board Items\2009 08 August Board\NTD Amendments\006\_Architect Contract Amendment\_07-16-09.doc



5 May 2009

Via Fax (909) 889-9952

Mr. Michael Villegas, Project Manager Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Additional Services Proposal for

LEED Certification Review/Analysis at Chemistry & Physical Science Building

San Bernardino Valley College

NTD No. 2009-0172-99

## Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services to assist Kitchell/BRJ with the review of the current project design for potential LEED Certification of the Chemistry & Physical Science Building.

## Scope of work as we understand it:

- 1. Coordinate the existing LEED criteria provided by Kitchell/BRJ.
- 2. Review and analyze the project LEED checklist, understanding that the Owner would be pursuing LEED NC v2.2 certification for this project.
- 3. Review the energy efficiency of the Chemistry & Physical Science Building, and determine what level of credits (EA credit1) can potentially be achieved with the existing mechanical equipment as designed.
- 4. Prepare an analysis report of the LEED Score Card specific to the Chemistry & Physical Science Building as coordinated and directed by Kitchell/BRJ.

## Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- All Architectural and Engineering services not directly related to the scope of work listed above.

Cont...2/



Mr. Michael Villegas Chemistry & Physical Science Building LEED Certification Review/Analysis Additional Services Proposal May 5, 2009 Page -2-

- 3. The design team does not provide actual LEED commissioning, but will assist the selected commissioning authority. Title 24 calculations would need to be readjusted to meet the needs of the LEED process.
- 4. Any effort to assist in the purchase of "Green Power" LEED credit.
- 5. Any effort to obtain "Daylight and Views" credit.

## Fee Schedule:

Our proposed fee for this project is a fixed fee of \$16,550 to be invoiced upon delivery of the LEED Score Card Analysis Report.

Chemistry & Physical Science Building LEED Review:

•	Mechanical	\$ 13,500
•	10% mark-up	\$ 1,350
	Sub-Total	\$ 14,850

Architectural \$ 1,700

Total Fee: \$16,550

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Michael Villegas Chemistry & Physical Science Building LEED Certification Review/Analysis Additional Services Proposal May 5, 2009 Page -3-

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Jay R Title, AIA Partner C-12955

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services

Date

CC:

Jim Cordova Wendy Nord Debbie Jasco



5 May 2009

Via Fax (909) 889-9952

Mr. Michael Villegas, Project Manager Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Additional Services Proposal for LEED Certification Review/Analysis at Media Communications Building San Bernardino Valley College NTD No. 2009-0171-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services to assist Kitchell/BRJ with the review of the current project design for potential LEED Certification of the Media Communications Building.

## Scope of work as we understand it:

- 1. Coordinate the existing LEED criteria provided by Kitchell/BRJ.
- 2. Review and analyze the project LEED checklist, understanding that the Owner would be pursuing LEED NC v2.2 certification for this project.
- Review the energy efficiency of the Media Communications Building, and determine what level of credits (EA credit1) can potentially be achieved with the existing mechanical equipment, as designed.
- 4. Prepare an analysis report of the LEED Score Card specific to the Media Communications Building as coordinated and directed by Kitchell/BRJ.

#### Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- Any Permit fees.
- All Architectural and Engineering services not directly related to the scope of work listed above.

Cont...2/



Mr. Michael Villegas Media Communications Building LEED Certification Review/Analysis Additional Services Proposal May 5, 2009 Page -2-

- 3. The design team does not provide actual LEED commissioning, but will assist the selected commissioning authority. Title 24 calculations would need to be readjusted to meet the needs of the LEED process.
- 4. Any effort to assist in the purchase of "Green Power" LEED credit.
- 5. Any effort to obtain "Daylight and Views" credit.

## Fee Schedule:

Our proposed fee for this project is a fixed fee of \$8,937 to be invoiced upon delivery of the LEED Score Card Analysis Report.

Media Communications Building LEED review:

•	Mechanical	\$ 7,125
•	10% mark-up	\$ 712
	Sub-Total	\$ 7,837

Architectural \$ 1,100

Total Fee: \$8,937

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Michael Villegas Media Communications Building LEED Certification Review/Analysis Additional Services Proposal May 5, 2009 Page -3-

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Tittle, AIA Partner

C-12955

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services	Date	

CC:

Jim Cordova Wendy Nord Debbie Jasco

5 May 2009

Via Fax (909) 889-9952

Mr. Michael Villegas, Project Manager Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Additional Services Proposal for LEED Certification Review/Analysis at North Hall Building Communications San Bernardino Valley College

NTD No. 2009-0170-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services to assist Kitchell/BRJ with the review the current project design for potential LEED Certification of the North Hall Building Communications.

## Scope of work as we understand it:

- Coordinate the existing LEED criteria provided by Kitchell/BRJ.
- 2. Review and analyze the project LEED checklist, understanding that the Owner would be pursuing LEED NC v2.2 certification for this project.
- 3. Review the energy efficiency of the North Hall Building Communications, and determine what level of credits (EA credit1) can potentially be achieved with the existing mechanical equipment, as designed.
- 4. Prepare an analysis report of the LEED Score Card specific to the North Hall Building Communications as coordinated and directed by Kitchell/BRJ.

#### Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. All Architectural and Engineering services not directly related to the scope of work listed above.

Cont...2/



Mr. Michael Villegas North Hall Building Communications LEED Certification Review/Analysis Additional Services Proposal May 5, 2009 Page -2-

- The design team does not provide actual LEED commissioning, but will assist the selected commissioning authority. Title 24 calculations would need to be readjusted to meet the needs of the LEED process.
- 4. Any effort to assist in the purchase of "Green Power" LEED credit.
- 5. Any effort to obtain "Daylight and Views" credit

#### Fee Schedule:

Our proposed fee for this project is a fixed fee of \$12,070 to be invoiced upon delivery of the LEED Score Card Analysis Report.

North Hall Building Communications LEED review:

Mechanical	\$ 9,700
10% mark-up	\$ 970
Sub-Total	\$ 10,670

Architectural \$ 1,400

Total Fee: \$12,070

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Michael Villegas North Hall Building Communications LEED Certification Review/Analysis Additional Services Proposal May 5, 2009 Page -3-

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Jay R Tittle, AIA Partner C-12955

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services Date

cc:

Jim Cordova Wendy Nord Debbie Jasco

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Amendment 007 to the

NTD Architecture Contract at San Bernardino Valley College

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment 007 to the NTD Architecture contract at San Bernardino Valley College in the amount of \$39,900.00.

## **OVERVIEW**

An agreement for services is amended when there is a change in the scope of work, usually due to unforeseen conditions, or when the Department of State Architecture (DSA) requires changes in the plans, or when the District requires changes in design to accommodate the essential needs of the project.

This amendment is for the revision of the 2-pipe chilled water system currently shown in the DSA approved construction documents to a 4-pipe chilled water system in anticipation of a future Central Plant. The design services are for North Hall Replacement, Media/Communications and Chemistry/Physical Science Buildings.

## **ANALYSIS**

The effect of this amendment will be an addition of \$39,900.00 to the NTD Architecture contract, resulting in a revised contract amount of \$6,806,111.80. There is no change to the project schedule.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

# ARCHITECT CONTRACT AMENDMENT: 007

PROJECT: Valley College (SBVC)

701 So. Mount Vernon Ave. San Bernardino, CA 92410

OWNER: San Bernardino Community College District

TO: NTD Architecture (NTD) 955 Overland Court Suite 100 San Dimas, CA 91773-1718

## **Brief Description:**

The District has negotiated with NTD Architecture for additional fees associated with various added services to their contract as follows:

- Design services to revise the 2-pipe chilled water system currently shown in the DSA approved construction documents to a 4-pipe chilled water system at the North Hall Replacement Building in anticipation of a future Central Plant \$13,460.00
- 2. Design services to revise the 2-pipe chilled water system currently shown in the DSA approved construction documents to a 4-pipe chilled water system at the Media/Communications Building in anticipation of a future Central Plant \$11,880.00
- 3. Design services to revise the 2-pipe chilled water system currently shown in the DSA approved construction documents to a 4-pipe chilled water system at the Chemistry/Physical Science Building in anticipation of a future Central Plant \$14,560.00

#### Attachments:

Architect back-up

#### Costs:

\$39,900.00 = Grand Total of this requested Contract Amendment: 007

The original Contract Sum	\$5,304,419.00
Net change by previous Amendments	\$1,461,792.80
The Contract Sum prior to this Amendment	\$6,766,211.80
The Contract Sum will be increased by this Amendment	\$39,900.00
The new Contract Sum including this Amendment	\$6,806,111.80
The Contract Schedule as of this Amendment will be increased by:	0 calendar days

By signing this Amendment the San Bernardino Community College District (SBCCD) authorizes NTD Architecture to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to NTD Stichler Architects contract with SBCCD.

Not valid until signed by all parties. Signature of Architect indicates agreement herewith, including any adjustment in the Contract Sum or Contract Schedule.

**Authorized:** 

ARCHITECT	PROGRAM MANAGER	OWNER
NTD Architecture	Kitchell CEM	SBCCD
By Mr < 12955	By:	By:
DATE: 7/24/09	DATE: 1. Co. cel	DATE:

J./P/SBCCD/2.0 Correspondence/SBCCD Correspondence/Board Items/2009 08 August Board/NTD Amendments/007\_Architect Contract Amendment\_07-16-09.doc





7 July 2009

Via: Fax (909) 889-9952 & Hand-Delivered

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Chilled Water Piping Building Changes for Future Central Plant

North Hall Replacement Building Additional Services Proposal San Bernardino Valley College

2009-0282-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents to revise the 2-pipe chilled water system as currently shown in the documents to a 4-pipe system for chilled water in North Hall in anticipation of the future Central Plant.

## Scope of work as we understand it:

- 1. Review existing drawings for location and incoming chilled water piping and provide vertical and horizontal distribution locations for piping in the North Hall Replacement Building.
- 2. Prepare design and construction drawings, showing locations of areas of work specific to provide mechanical chases and other enclosures as required for the future piping.
- 3. Coordinate design and construction documents with structural and mechanical engineers.
- Submit construction documents to DSA for review and approval.
- 5. Prepare change drawings for Project Directives for the work as described above.

## Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract).

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- HVAC equipment changes.
- 4. All Architectural and Engineering services not directly related to the scope of work listed above.

Cont...2/



Mr. Jon Witherspoon Chilled Water Piping Building Changes for Future Central Plant North Hall Replacement Building Additional Services Proposal July 7, 2009 Page 2

#### Fee Schedule:

Our proposed fee for this project is a fixed fee of \$13,460 to be invoiced as detailed below:

North Hall Replacement Building

	Total Fee:	•	13 460
•	Architectural	\$	5,210
•	10% mark-up Subtotal	\$	750 8,250
•	MEP Subtotal	\$	3,500 7,500
	Structural	\$	4,000

#### Fee to be invoiced as follows:

•	Completion of construction documents and preparation of project directive (75%)	\$ 10,095
•	District Board approval of change (100%)	\$ 3,365
	Total:	\$ 13,460

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Jon Witherspoon Chilled Water Piping Building Changes for Future Central Plant North Hall Replacement Building Additional Services Proposal July 7, 2009 Page 3

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Tittle, AIA Partner

C-12955

JRT:dj

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services Date

cc:

Jim Cordova Leigh Anne Jones Fariba Shantiyai Wendy Nord Debbie Jasco





7 July 2009

Via: Fax (909) 889-9952 & Hand-Delivered

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Chilled Water Piping Building Changes for Future Central Plant

Media & Communications Building Additional Services Proposal

San Bernardino Valley College

2009-0281-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents to revise the 2-pipe chilled water system as currently shown in the documents to a 4-pipe system for chilled water in the Media & Communications Building in anticipation of the future Central Plant.

## Scope of work as we understand it:

- 1. Review existing contract drawings for location and incoming chilled water piping and provide vertical and horizontal distribution locations for piping in Media Communications.
- 2. Prepare design and construction drawings, showing locations of areas of work specific to provide mechanical chases and other enclosures as required for the future piping.
- 3. Coordinate design and construction documents with structural and mechanical engineers.
- 4. Submit construction documents to DSA for review and approval.
- 5. Prepare change drawings for Project Directives for the work as described above.

# Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract).

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. HVAC equipment changes.
- 4. All Architectural and Engineering services not directly related to the scope of work listed above.

Cont...2/



Mr. Jon Witherspoon Chilled Water Piping Building Changes for Future Central Plant Media & Communications Building Additional Services Proposal July 7, 2009 Page 2

#### Fee Schedule:

Our proposed fee for this project is a fixed fee of \$11,880 to be invoiced as detailed below:

# Media & Communications Building

	Total Fee:	\$ 11,880
•	Architectural	\$ 4,730
•	10% mark-up Subtotal	\$ 6 <u>50</u> 7,1 <u>5</u> 0
•	MEP Subtotal	\$ 3,500 6,500
	Structural	\$ 3,000

## Fee to be invoiced as follows:

•	Completion of construction documents and preparation of project directive (75%)	\$ 8,910
•	District Board approval of change (100%)	\$ 2,970
	Total:	\$ 11,880

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Jon Witherspoon Chilled Water Piping Building Changes for Future Central Plant Media & Communications Building Additional Services Proposal July 7, 2009 Page 3

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Jay R Tittle, AIA Partner C-12955

JRT:dj

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services	Date	

cc: Jim Cordova

Leigh Anne Jones Fariba Shantiyai Wendy Nord Debbie Jasco





7 July 2009

Via: Fax (909) 889-9952 & Hand-Delivered

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

Chilled Water Piping Building Changes for Future Central Plant

Chemistry / Physical Science Building

Additional Services Proposal San Bernardino Valley College

8009-0280-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents to revise the 2-pipe chilled water system as currently shown in the documents to a 4-pipe system for chilled water in the Chemistry / Physical Science Building in anticipation of the future Central Plant.

## Scope of work as we understand it:

- Review existing contract drawings for location and incoming chilled water piping and provide vertical and horizontal distribution locations for piping in the Chemistry / Physical Science Building.
- 2. Prepare design and construction drawings, showing locations of areas of work specific to provide mechanical chases and other enclosures as required for the future piping.
- 3. Coordinate design and construction documents with structural and mechanical engineers.
- 4. Submit construction documents to DSA for review and approval.
- 5. Prepare change drawings for Project Directives for the work as described above.

# Scope of Work not included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract).

- Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. HVAC equipment changes.
- 4. All Architectural and Engineering services not directly related to the scope of work listed above.

Cont...2/



Mr. Jon Witherspoon Chilled Water Piping Building Changes for Future Central Plant Chemistry / Physical Science Building Additional Services Proposal July 7, 2009 Page 2

## Fee Schedule:

Our proposed fee for this project is a fixed fee of \$14,560 to be invoiced as detailed below:

North Hall Replacement Building

	Total Fee:	\$ 14,560
•	Architectural	\$ 5,210
•	10% mark-up Subtotal	\$ 9,350
•	MEP Subtotal	\$ 3,500 8,500
•	Structural	\$ 5,000

## Fee to be invoiced as follows:

٠	Completion of construction documents and preparation of project directive (75%)	\$ 10,920
•	District Board approval of change (100%)	\$ 3,640
	Total:	\$ 14,560

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.



Mr. Jon Witherspoon Chilled Water Piping Building Changes for Future Central Plant Chemistry / Physical Science Building Additional Services Proposal July 7, 2009 Page 3

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely,

Jay R Tittle, AIA

Partner C-12955

JRT:di

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services	Date	

CC:

Jim Cordova Leigh Anne Jones Fariba Shantiyai Wendy Nord Debbie Jasco

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Amendment 008 to the

NTD Architecture Contract at San Bernardino Valley College

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment 008 to the NTD Architecture contract at San Bernardino Valley College in the amount of \$59,680.00.

## **OVERVIEW**

An agreement for services is amended when there is a change in the scope of work, usually due to unforeseen conditions, or when the Department of State Architecture (DSA) requires changes in the plans, or when the District requires changes in design to accommodate the essential needs of the project.

This amendment is for the revision of HVAC equipment currently shown in the DSA approved construction documents in anticipation of a future Central Plant. The design services are for North Hall Replacement, Media/Communications and Chemistry/Physical Science Buildings.

## **ANALYSIS**

The effect of this amendment will be an addition of \$59,680.00 to the NTD Architecture contract, resulting in a revised contract amount of \$6,865,791.80. There is no change to the project schedule.

## **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

#### ARCHITECT CONTRACT AMENDMENT: 008

PROJECT: Valley College (SBVC)

701 So. Mount Vernon Ave. San Bernardino, CA 92410

OWNER: San Bernardino Community College District

TO: NTD Architecture (NTD) 955 Overland Court Suite 100 San Dimas, CA 91773-1718

#### Brief Description:

The District has negotiated with NTD Architecture for additional fees associated with various added services to their contract as follows:

- 1. Design services to revise the HVAC equipment currently shown in the DSA approved construction documents at the North Hall Replacement Building in anticipation of a future Central Plant \$16,817.00
- 2. Design services to revise the HVAC equipment currently shown in the DSA approved construction documents at the Media/Communications Building in anticipation of a future Central Plant \$12,075.00
- 3. Design services to revise the HVAC equipment currently shown in the DSA approved construction documents at the Chemistry/Physical Science Building in anticipation of a future Central Plant \$30,788.00

#### Attachments:

Architect back-up

#### Costs:

\$59,680.00 = Grand Total of this requested Contract Amendment: 007

The original Contract Sum	\$5,304,419.00
Net change by previous Amendments	\$1,501,692.80
The Contract Sum prior to this Amendment	\$6,806,111.80
The Contract Sum will be increased by this Amendment	\$59,680.00
The new Contract Sum including this Amendment	\$6,865,791.80
The Contract Schedule as of this Amendment will be increased by:	0 calendar days

By signing this Amendment the San Bernardino Community College District (SBCCD) authorizes NTD Architecture to perform the scope of work listed above. SBCCD also authorizes and acknowledges that the amount of this Amendment will be paid via an amendment to NTD Stichler Architects contract with SBCCD.

Not valid until signed by all parties. Signature of Architect indicates agreement herewith, including any adjustment in the Contract Sum or Contract Schedule. Authorized:

ARCHITECT PROGRAM MANAGER OWNER NTD Architecture Kitchell CEM SBCCD By: By: DATE DATE:





Via: Fax (909) 889-9952 & First Class Mail

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

HVAC - Central Plant Equipment Modification

North Hall Replacement Building Additional Services Proposal San Bernardino Valley College

2009.0279-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents to revise the HVAC equipment currently shown in the documents in the North Hall Replacement Building, in anticipation of the future Central Plant.

## Scope of Work as we understand it:

- Revise contract documents as required to change HVAC equipment from DX to chilled water / hot water type, make provisions to HVAC equipment to accommodate a future Central Plant, and provide temporary Central Plant for the North Hall Replacement Building.
- 2. Coordinate design and construction documents with mechanical engineer.
- 3. Submit construction documents to DSA for review and approval.
- 4. Prepare change drawings for Project Directives for the work described above.

## Scope of Work Not Included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.



Mr. Jon Witherspoon HVAC - Central Plant Equipment Modification North Hall Replacement Building Additional Services Proposal July 14, 2009 Page 2

#### Fee Schedule:

Our proposed fee for this project is a fixed fee of \$16,817 to be invoiced as detailed below.

North Hall Replacement Building

	Total Fee:	\$	16,817
•	Architectural	\$	4,590
•	10% mark-up Subtotal	-	1,112 12,227
•	MEP Subtotal	_	11,11 <u>5</u> 11,11 <u>5</u>

#### Fee to be invoiced as follows:

Completion of construction documents and preparation of project directive (75%) \$ 12,615 DSA approval (100%) \$ 4,202 Total: \$ 16,817

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Jav R Tittle, AIA

Partner C-12955

Sincerety,

JRT:di

Approved and accepted on behalf of San Bernardino Community College District by:

Date

Bruce Baron, Vice Chancellor, Fiscal Services

cc:

Jim Cordova

Wendy Nord

Leigh Anne Jones

Debbie Jasco

Fariba Shantiyai





Via: Fax (909) 889-9952 &

First Class Mail

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

HVAC - Central Plant Equipment Modification

Media & Communications Building Additional Services Proposal San Bernardino Valley College

2009-0278-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents to revise the HVAC equipment currently shown in the documents in the Media & Communications Building, in anticipation of the future Central Plant.

# Scope of Work as we understand it:

- Revise contract documents as required to change HVAC equipment from DX to chilled water / hot water type, make provisions to HVAC equipment to accommodate a future Central Plant, and provide temporary Central Plant for Media & Communications Building.
- 2. Coordinate design and construction documents with mechanical engineer.
- 3. Submit construction documents to DSA for review and approval.
- 4. Prepare change drawings for Project Directives for the work described above.

# Scope of Work Not Included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.

Cont...2/



Mr. Jon Witherspoon HVAC - Central Plant Equipment Modification Media & Communications Building Additional Services Proposal July 14, 2009 Page 2

#### Fee Schedule:

Our proposed fee for this project is a fixed fee of \$12,075 to be invoiced as detailed below.

## Media & Communications Building

	Total Fee:	\$	12,075
•	Architectural	\$	3,060
•	10% mark-up Subtotal	<u>\$</u> \$	9,015
	Subtotal	\$	8,195
•	MEP	-	8,195

## Fee to be invoiced as follows:

•	Completion of construction documents and preparation of project directive (75%)	\$	9,075
•	DSA approval (100%)	\$	3,018
	Total:	\$ 1	12,075

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerely.

Jav R Tittle, AIA

Partner C-12955

JRT:dj

Approved and accepted on behalf of San Bernardino Community College District by:

Bruce Baron, Vice Chancellor, Fiscal Services Date

CC:

Jim Cordova

Wendy Nord

Leigh Anne Jones

Debbie Jasco

Fariba Shantiyai





Via: Fax (909) 889-9952 & First Class Mail

Mr. Jon Witherspoon, Program Director Kitchell/BRJ SAN BERNARDINO VALLEY COLLEGE 701 South Mount Vernon San Bernardino, CA 92401

Subject:

HVAC - Central Plant Equipment Modification

Chemistry / Physical Science Building

Additional Services Proposal San Bernardino Valley College

2009-0277-99

Dear Mr. Whiterspoon:

I am pleased to present our fee proposal to provide Architectural and Engineering services for the development of design and construction documents to revise the HVAC equipment currently shown in the documents in the Chemistry / Physical Science Building, in anticipation of the future Central Plant.

## Scope of Work as we understand it:

- Revise contract documents as required to change HVAC equipment from DX to chilled water / hot water type, make provisions to HVAC equipment to accommodate a future Central Plant, and provide temporary Central Plant for Chemistry / Physical Sciences Building.
- 2. Coordinate design and construction documents with mechanical engineer.
- 3. Submit construction documents to DSA for review and approval.
- 4. Prepare change drawings for Project Directives for the work described above.

## Scope of Work Not Included:

The scope of work described in this proposal excludes the design of the following systems and/or areas (these systems and/or areas are either not required for this project, or the designs are to be accomplished by others under separate contract):

- 1. Any Permit fees.
- 2. Revision of the programming documents for budget reduction and/or value engineering.
- 3. All Architectural and Engineering services not directly related to the scope of work listed above.



Mr. Jon Witherspoon
HVAC – Central Plant Equipment Modification
Chemistry / Physical Science Building
Additional Services Proposal
July 14, 2009
Page 2

#### Fee Schedule:

Our proposed fee for this project is a fixed fee of \$30,788 to be invoiced as detailed below.

## Chemistry & Science Building

•	MEP	\$ 22,425
	Subtotal	\$ 22,425
•	10% mark-up Subtotal	2,243 24,668
•	Architectural	\$ 6,120
	Total Fee:	\$ 30.788

#### Fee to be invoiced as follows:

Completion of construction documents and preparation of project directive (75%) \$ 23,091
 DSA approval (100%) \$ 7,697
 Total: \$ 30,788

For extra services not listed above in the scope of work/services, reimbursement shall be based on an hourly basis, or on a lump sum basis to be agreed upon, and to be provided in writing by the District prior to the commencement of the services.

Please acknowledge our contract terms and fee proposal by signing this letter below and returning it to our office. We look forward to continuing our working relationship with San Bernardino Valley College.

Please let me know if you have any questions regarding this proposal.

We appreciate the opportunity to be of continuing service.

Sincerety.

Jay R Tittle, AIA Partner

C-12955

JRT:di

Approved and accepted on behalf of San Bernardino Community College District by:

\_\_\_\_\_

Bruce Baron, Vice Chancellor, Fiscal Services

Date

CC:

Jim Cordova

Wendy Nord

Leigh Anne Jones

Debbie Jasco

Fariba Shantiyai

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Award of Informal Bid and Approval of Contract for the

Various Roof Leaks Project at San Bernardino Valley College

(UCCAP #SBVC-09-01)

## **RECOMMENDATION**

It is recommended that the Board of Trustees award the informal bid and approve the contract with Best Contracting, Inc. for the Various Roof Leaks Project at San Bernardino Valley College in an amount not to exceed \$5,935.00.

## **OVERVIEW**

The Universal Construction Cost Accounting Program is a Board-approved program to assist in obtaining informal bids from a preapproved contractor list. Quotes are solicited and the lowest bid is accepted. The Various Roof Leaks Project falls under the Uniform Construction Cost Accounting Program with a total budget of \$29,210.00, and addresses roof leaks in the Life Science Building, Learning Resource Center, and Administration/Student Services Building at San Bernardino Valley College.

#### **ANALYSIS**

The District solicited six informal bids, but received only one responsive informal bid from the pool of pre-qualified contractors:

Vendor	Total Bid Cost
Best Contracting, Inc.	\$5,935.00

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Included in 2009-10 budget.

Attachment



July 23, 2009

Mr. Larry Klumas
San Bernardino Community College District
114 S. Del Rosa Drive
San Bernardino, CA 92408

Project: San Bernardino Valley College - Roofing Leaks

Subject: Recommendation for Contract Approval

Dear Mr. Klumas,

Listed below is the low responsive quote for the above named project. An Evaluation Worksheet is attached to this recommendation for the District's review, consideration and approval. The recommended contractor is as follows:

Prime Contractor: Best Contracting, Inc. License #/ Class: # 456263 5/31/2010 / C39

Irregularity(s): None Noted

Labor Rate (w/OH&P).
For a 'Not to Exceed' Price of

\$ 120.75 per hour \$ 5,935.00

Bid Requests were made to six roofing contractors, but only Best Contracting, Inc. responded with a bid proposal. The work is to be performed on a Time and Material basis. Should you have any questions please do not hesitate to call.

Sincerely,
Construction Manager

Tilden-Coil Constructors, Inc.,

Corey-Wilson-Project Manager

Attachments: Evaluation Form

cc: Bill Rankin (SBVC)
Steve Lohr (SBCCD)
Dayne Brassard (TCC)
File

## 7/23/2009

# San Bernardino Community College District San Bernardino Valley College



**Roof Leak Repairs** 

\* 90 Day Hold
Evaluation Form

Form   Document Description	Best Contracting		
		distribution of	
Labor Rate	\$105.00 / hr		
OH&P at 15%	\$15.75		
Total Labor Rate per Hour	\$120.75		
Qualifying Notes:	See attached proposal		

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Change Order 02 to the

L. D. Anderson, Inc. Infrastructure Package 2/3/4 Contract at Crafton Hills College

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order 02 to the L. D. Anderson, Inc. Infrastructure Package 2/3/4 contract at Crafton Hills College in the amount of \$26,734.00.

## **OVERVIEW**

A change order to a construction contract may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability.

This change order is a result of changes to the Infrastructure 2/3/4 project package and includes regrading for the Learning Resource Center step wall footing, re-grading the landscape area south of Performing Arts Center parking, and re-grading a slope at the storm drain headwall.

#### **ANALYSIS**

The effect of this change order will be an addition of \$26,734.00 to the L. D. Anderson, Inc. contract, resulting in a revised contract amount of \$1,230,900.00. There is no change to the project schedule.

## **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment



**Project Memo** 

11711 Sand Canyon Road, Yucaipa, CA 92399

Ph: 909.435.4155 or 909.435.4154 - Fax: 909.389.7940

DATE:

July 17, 2009

Project Memo - CHC INFRA 2/3/4 0015

TO:

Larry Klumas

**Bond Program Director** 

San Bernardino Community College District (SBCCD)

FROM:

Bruce McDonald

Senior Project Manager Kitchell/BRj (K/BRj)

RE:

**Crafton Hills College (CHC)** 

PROJECT #: Infrastructure Package 2/3/4

Recommendation to approve BC INFRA 234-01 LD Anderson, Inc. Change Order 02

Attached is BC INFRA 234-01 LD Anderson, Inc. Change Order 02 for CHC Infrastructure Package 2/3/4.

Included within this Change Order are the below listed Project Changes (see attachments for further description):

- Infra Pkg 2/3/4 Project Change #12: Re-grade for LRC step wall footing

- Infra Pkg 2/3/4 Project Change #13: Re-grade landscape area south of PAC parking

- Infra Pkg 2/3/4 Project Change #14: Re-grade slope @ storm drain section C headwall

The additional cost associated with BC INFRA 234-01 LD Anderson, Inc. Change Order 02 is \$26,734.00. LD Anderson, Inc. revised contract sum will be \$1,230,900.00. LD Anderson, Inc. revised Change Order percentage will be 7.48%.

Kitchell/BRj has reviewed BC INFRA 234-01 LD Anderson, Inc. Change Order 02 and the associated Project Changes and recommends approval.

Attachments:

Infra Pkg 2/3/4 LD Anderson, Inc. Change Order #2 (2 pages)

Infra Pkg 2/3/4 Project Change #12 (17 pages) Infra Pkg 2/3/4 Project Change #13 (6 pages) Infra Pkg 2/3/4 Project Change #14 (10 pages)

Cc:

Alan Rosen; Geoff Bachanas - Kitchell/BRj

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT Capital Facilities Program Management

9623 Project Number

. C.O.: 02

# **CHANGE ORDER**

Original Contract Amount

\$1,101,300.00

Amount of Contract Amendment Amount Previous Change Orders: *Note: This is Change Order No.	\$43,847.00 \$59,019.00 02 for Contract INFRA234-01	
School Name: Crafton Hills	s College	Date: 9 Oct. 2008
Project Description: Infrastructur	re Packages 2, 3, & 4	Contract No.: INFRA234-01
To: (Contractor): L.D. Anders	on, Inc.	Attn:
You are hereby directed to make the t	following changes in the above reference co	ontract for:
Item No.: Refer to attached C.O No.:	02 index. Reference RFP I	No.: Refer to attached.
Description of Work:  Refer to attached Change Order M	No. 02 index for descriptions of work.	
TOTAL COST OF CHANGE ORDE	R NO. \$26,	734.00
Reason for Change:	Refer to attached Change Order	No. 02 index.
Initiator of Change:	Refer to attached Change Order	No. 02 Index.
Drawings associated with C.O. No.	02 are as follows: Refer to attachemen	ris.
The contract AMOUNT due to C.O. No.	02 will be: increased	by \$25,734.00
The contract TIME due to C.O. No.	02 will be: unchanged by	0 calendar days.
The revised Contract Completion Date, incl	uding this C.O. is, therefore:	unchanged
The revised Contract Amount, including this	C.O. is, therefore:	<b>\$1,230,900.00</b>
SBCCD Change Order	Vo. <u>02</u> includes Item Number(s):	PC No. 12, 13, 14
This Change Order is not valid until signed I Bernardino Community College District Boa	by both the Architect and the District Represent rd of Education)	ative (on bahalf of the San
	herewith, including any adjustment in the contra	
I have reviewed the figures submitted this request is valid and recommend y	by the Contractor and they have been revision approval for acceptance	ewed by the District, I believe .
		Date
Contractor.	Signature Name (printed)  - IEFF TESous	-1:1-
C 70		MILA 7/15/07
Architect:		POTTAN 7-16-09
Inspector: Constr. Mgr.:	By mather T. Brose	7/14/09
Prog. Mgr.:	N. W. L. S.	2/12/09
District:	Mr. Robert Temple, Vi	ce Chancellor Fiscal Services
	Printed Name/Title	
State of California - Division of the State Architect	DSA Application No.	File No.
Approved	per Principal Structural Engineer:	

San Bernardino Community College District

Contract INFA234-01: LD Anderson, Inc.

# **CHANGE ORDER NO. 02**

				_			Project Cost Alloc	cation
REF.	DESCRIPTION OF ITEM	CODE	CREDIT	COST	BALANCE	Pckg 2	Pckg 3	Pckg 4
	•	B1 A3 B1	4,844	15,680 \$4,853 \$6,210	\$15,680 \$4,8 <b>5</b> 3 \$6,210	4 <sub>1</sub> 844	15680 4853 6210	4,844
					-	•		
						•		
	Subtotal				26, 93 \$26,743		26,734 \$0   \$26,743	\$0
	TOTAL CHANGE ORDER # 02				\$26,743 26,73	te		

#### **CODE LEGEND**

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE
- \* Note: "I" has been omitted not to be confused with "1"
- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Change Order CB-BP1-CO2 to the

Lee & Stires, Inc. Contract at San Bernardino Valley College

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order CB-BP1-CO2 for Lee & Stires, Inc., Custodial Building, Bid Category One – Site and Off-Site Improvements contract at San Bernardino Valley College in the amount of \$6,838.00.

## **OVERVIEW**

A change order to a construction contract may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability.

This change order is a revision of the installation of the irrigation system to accommodate the installation of the sod.

## **ANALYSIS**

The effect of this change order will be an addition of \$6,838.00 to the Lee & Stires, Inc. contract, resulting in a revised contract amount of \$438,188.00. There is no change to the project schedule.

Please note that the total contract amounts for the Custodial Building will also be affected by the contract with Klassic Engineering & Construction, Inc. Some items added to the contract amount with Lee & Stires will be off-set with an anticipated deductive change order to Klassic Engineering & Construction's contract in the amount of -\$103,200.00. The total change order amount for both project contracts after the anticipated change order deductions will not be over 4.0%.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

## FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

3347A4
Project Number

Capital Facilities Program Management

CB-BP1- CO2

# **CHANGE ORDER**

Original Contract Amount: Amount of Previous Change Orders: \$370,000.00 \$43,017.00

School Name:	San Bernardino Valley (	College	_ Date:	July 15, 2009		
Project Description:	Custodial Building - Site & Off	f-Site Improvements	_ Contract No.: _	Bid Category 1		
To (Contractor):	Lee & Stires, Inc.		_ Attn:	Ryan Booras		
You are hereby directe	d to make the following char	nges in the above reference co	ontract for:			
•	Refer to attachments		ence RFP No.: N/	/A		
Description of Work:						
Refer to attached	Change Order summary do. CB-BP1-CO2: Item 2.1	lated 07-15-2009 for				
TOTAL COST OF	CHANGE ORDER CB-BP1	-CO2	6,838	.00		
Reason for Change:	Change Order No. CR-RP	1-CO2 summary dated 07-1	5-2009			
	Change Order No. OB-Di	1-002 Summary duted or Te	2000			
Initiator of Change:  Refer to attached	Change Order No. CB-BP	1-CO2 summary dated 07-1	5-2009	<del>-</del>		
The original Base Contrac	ct Sum was:		\$	370,000.00		
Net change by previous a	authorized Contract Amendment	(s):		\$18,333.00		
Net change by previous a	uthorized Change Order(s):			\$43,017.00		
Contract Sum prior to this	change order:		\$	\$431,350.00		
The contract AMOUNT du	ue to C.O. No. CB-BP1-CO2	will be increased by:		\$6,838.00		
The revised Contract Amo	ount, including this change orde	er is, therefore:	\$438,188.00			
The contract TIME due to		will be unchanged by:	0	calendar days.		
The revised Contract Cor	npletion Date, including this Cha	ange Order is, therefore		unchanged		
SBCCD Cha	ange Order No. CB-BP1-CO	2 includes Item Number(s	): O	ne (1) item		
	valid until signed by both the A	rchitect and the District Represer	<del></del>	the San Bernardino		
Contractor's signature inc	dicates agreement herewith, incl	luding any adjustment in the cont	ract amount or cont	tract time.		
	ures submitted by the Contracto your approval for acceptance.	or and they have been reviewed b	by the District, I bel	ieve this request is		
	Signature	Name (printe	d)	Date		
Architect:	Danis & Ac	M DAUDE.	DEMU.	7.17.09		
Constr. Mgr.:	They	Steve	2 Woly	7.17.09		
District:		Mr. Bruce Baron, Vice Cha	ncellor Fiscal Servic	ces		
Contractor:	her let 1	CHANISTS	3 Room	Vias Proside		

Printed Name/Title

San Bernardino Community College District

IBI 12686

# **CHANGE ORDER NO. CB-BP1-CO2**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
CO Item 2.1	Revise irrigation system to allow for sod placement as irrigation plan did not match planting plan	В3			\$6,838	\$6,838
	Subtotal					\$6,838
	TOTAL CHANGE ORDER # CB-BP1-CO2					\$6,838

# CODE LEGEND

Α	SITE COST, UNFORESEEN FIELD	CONDITION
---	-----------------------------	-----------

- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE
- \* Note: "I" has been omitted not to be confused with "1"
- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

# Summary for Change Order No. CB-BP1-CO2 Item Inclusions

July 15, 2009

Change Order CB-BP1-CO2: Item No. CO 2.1 – Irrigation east of the Custodial Building had to be revised as the specified irrigation plan did not match the planting plan. The irrigation had to be revised to accommodate the installation of sod. The total is an addition of \$6,838.

\* NOTE: None of the above Change Order items impacts the Contract Schedule.

**Summary:** Kitchell/BRj has reviewed each item and has determined the values identified above are appropriate and recommend acceptance of the changes.

o Revision to the irrigation system

\$6,838.00

**Grand Total for Change Order CB-BP1-CO2** 

\$6,838.00

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Amendment MO-BC1-CA3 to the

Oakview Constructors, Inc. Contract at San Bernardino Valley College

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment MO-BC1-CA3 to the Oakview Constructors, Inc., Maintenance and Operations Building, Bid Category One – Site and Off-Site Improvements contract at San Bernardino Valley College in the amount of \$8,388.00.

# **OVERVIEW**

A construction contract is amended when there is a change in the scope of work due to unforeseen conditions that must be corrected in order for work to proceed.

During construction of the Maintenance and Operations Building, a total of two items of unforeseen condition were considered as amendments to the contract with Oakview Constructors, Inc. The City of Colton revised their standards and requested updating the approved submittals with these changes. Changes included material substitution to the 4" fire line, adding a backflow to the potable water service, and adding a property line sewer cleanout to the sewer lateral connection. An existing unidentified water line was discovered and deemed active and supplying water to an adjacent portable structure. This water line was relocated to allow grading to continue.

# **ANALYSIS**

The effect of this amendment will be an addition of \$8,388.00 to the Oakview Constructors, Inc. contract, resulting in a revised contract amount of \$1,204,325.00. There is no change to the project schedule. The items identified are unforeseen and, therefore, not subject to the 10% limitation to contract change orders.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

# FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

Capital Facilities Program Management

MO-BC1- CA3

3347A4 Project Number

# **CONTRACT AMENDMENT**

Original Contract Amount:

\$924,000.00

**Amount of Previous Contract Amendments:** 

\$245,884.00

School Name:	San Bernardino Valley College		Date:	July 15, 2009			
Project Description:	Maintenance & Operations - Site Improv	ements	Contract No.:	Bid Category 1			
To (Contractor):	Oakview Constructors Inc.		Attn:	Tammy Bernardo			
You are hereby directed	to make the following changes in th	e above reference co	ntract for:				
Item No.: R	efer to attachments	Referer	nce RFP No.: I	N/A			
Description of Work:							
	Contract Amendment summary da						
	ent No. MO-BC1-CA3: Items CA 3.						
TOTAL COST OF (	CONTRACT AMENDMENT MO-BC	1-CA3	\$8,38	8.00			
Reason for Change:	Contract Amendment No. MO-BC1	-CA3 summary dates	d 07-15-2009				
	Contract Amendment No. MO-DC	-OA3 Summary date	u 07-13-2003				
Initiator of Change:  Refer to attached (	Contract Amendment No. MO-BC1	-CA3 summary date	d 07-15-2009				
The original Base Contract	Sum was:			\$924,000.00			
Net change by previous aut	thorized Contract Amendment(s):		·	\$245,884.00			
The contract AMOUNT due	e to C.A. No. MO-BC1-CA3 will be i	ncreased by:		\$8,388.00			
The revised Base Contract	Sum:			\$1,178,272.00			
Net change by previous aut	thorized Change Order(s):			\$26,053.00			
	int, including this contract amendement	is, therefore:		\$1,204,325.00			
The contract TIME due to 0		u <b>nchanged</b> by:	0	calendar days.			
The revised Contract Comp	pletion Date, including this Contract Ame	endment is, therefore		unchanged			
SBCCD Contract Am	nendment No. MO-BC1-CA3 in	cludes Item Number(s):	T	wo (2) items			
Community College District	·						
Contractor's signature indic	cates agreement herewith, including any	adjustment in the contra	act amount or co	ntract time.			
	es submitted by the Contractor and they ur approval for acceptance.	have been reviewed by	the District, I be	elieve this request is			
	Signature	Name (printed)	)	Date			
Architect:	David 9. Den	DAUD E.	DEAN	7:17:09			
Constr. Mgr.:	Rendy	STEVE RIV	Locker	7-17-09			
District:	District: Mr. Bruce Baron, Vice Chancellor Fiscal Services						
Contractor:	& Jeels						
Contractor.	~ Deny	Printed Name/	Title				

IBI 12686

# **CONTRACT AMENDMENT NO. MO-BC1-CA3**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
CA Item 3.1	Modify materials for fire line, domestic water and sanitary sewer connections per revisions requested by City of Colton	D5			\$6,073	\$6,073
Item 3.2	Relocate previously unidentified active water line to allow grading to continue	A2			\$2,315	\$2,315
	Subtotal					\$8,388
	TOTAL CONTRACT AMENDMENT # MO-BC1-CA2					\$8,388

# **CODE LEGEND**

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE
- \* Note: "I" has been omitted not to be confused with "1"
- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

# Summary for Contract Amendment No. MO-BC1-CA3 Item Inclusions

July 15, 2009

Contract Amendment MO-BC1-CA3: Item No. CA 3.1 – City of Colton initially approved submittals for the fire line, domestic water and sanitary sewer connections in Bothwell Avenue. Colton City standards were updated and they requested that the approved submission be revised as follows:

- The 4" fire service material change from PVC C900 to ductile iron and change to backflow design to the City Standard.
- A 2" backflow be added to the potable water service.
- Add a property line sewer cleanout to the sewer lateral connection.

The total is an additional cost of \$6,073.

Contract Amendment MO-BC1-CA3: Item No. CA 3.2 – An existing water line was discovered and was deemed active and supplying water to the adjacent portable structures. This water line was relocated to allow grading to continue. The total is an additional cost of \$2,315.

\* NOTE: None of the above Contract Amendment items impacts the Contract Schedule.

**Summary:** Kitchell/BRj has reviewed each item and has determined the values identified above are appropriate and recommend acceptance of the changes.

- Modify materials for fire line, domestic water and sanitary sewer connections per request of the City of Colton.
   \$6,073.00
- Relocate previously unidentified active water line to allow grading to continue \$2,315.00

**Grand Total for Contract Amendment MO-BC1-CA3** 

\$8,388.00

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Change Order MO-BC2-CO4 to the

Oakview Constructors, Inc. Contract at San Bernardino Valley College

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order MO-BC2-CO4 to the Oakview Constructors, Inc., Maintenance and Operations Building, Bid Category Two – General Building Construction contract at San Bernardino Valley College in the amount of \$10,680.00.

# **OVERVIEW**

A change order to a construction contract may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability.

This change order includes 1) a credit for structural steel roof framing members not installed due to change in design, 2) modification of pilaster beam bearing plates to align with the structural steel reinforcing, and 3) the moving of structural steel roof framing members due to the relocation of a mechanical air conditioning unit.

# **ANALYSIS**

The effect of this change order will be an addition of \$10,680.00 to the Oakview Constructors, Inc. contract, resulting in a revised contract amount of \$2,048,631.00. The total change order amount, including this change order, is 1% of the contract amount. There is no change to the project schedule.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

# FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

3347A4 Project Number Capital Facilities Program Management

MO-BC2- CO4

# **CHANGE ORDER**

Original Contract Amount: Amount of Previous Change Orders: \$1,832,000.00 \$7,376.00

School Name:	San Bernardino Valley C	ollege	_ Date: _	July 15, 2009			
Project Description:	Maintenance & Operations - Bu	ilding Construction	_ Contract No.:	Bid Category 2			
To (Contractor):	Oakview Constructors Inc.		Attn:	Tammy Bernardo			
You are hereby directed	d to make the following chang	ges in the above reference co	ontract for:				
Item No.:	Refer to attachments	Refere	ence RFP No.: N/	A			
Description of Work:							
Refer to attached Change Order summary dated 07-15-2009 for Change Order No. MO-BC2-CO4: Items CO 4.1 through 4.3							
TOTAL COST OF	CHANGE ORDER MO-BC2-	CO4	10,680.	.00			
Reason for Change:							
Refer to attached	Change Order No. MO-BC2	-CO4 summary dated 07-1	5-2009				
Initiator of Change:	Change Order No. MO-BC2	-CO4 summary dated 07-1	5-2009				
Refer to attached	Change Order No. 1810-1802	-CO4 Summary dated 07-1					
The original Base Contract	t Sum was:			,832,000.00			
3 ,	uthorized Contract Amendment(s	s):		198,575.00			
Net change by previous a	uthorized Change Order(s):		•	\$7,376.00			
Contract Sum prior to this	change order:			,037,951.00			
The contract AMOUNT du	e to C.O. No. MO-BC2-CO4	will be <b>increased</b> by:		10,680.00			
The revised Contract Amo	ount, including this change order	is, therefore:	\$2	\$2,048,631.00			
The contract TIME due to	C.O. No. MO-BC2-CO4	will be <b>unchanged</b> by:	0	calendar days.			
The revised Contract Com	pletion Date, including this Char	nge Order is, therefore	-	unchanged			
SBCCD Cha	nge Order No. MO-BC2-CO4	includes Item Number(s	): <b>Thr</b>	ee (3) items			
This Change Order is not Community College District	valid until signed by both the Arc ct Board of Education)	chitect and the District Represer	ntative (on behalf of	the San Bernardino			
Contractor's signature ind	icates agreement herewith, inclu	ding any adjustment in the cont	ract amount or cont	ract time.			
	ires submitted by the Contractor our approval for acceptance.	and they have been reviewed b	by the District, I beli	eve this request is			
	Signature	Name (printe	d)	Date			
Architect:	David 8. Dr	- DAVIDE	DEAN	7.17.09			
Constr. Mgr.:	Fellily	SFUR	Hostey	7-17-69			
District:	M )	Mr. Bruce Baron, Vice Cha	ncellor Fiscal Service	es			
Contractor:	the Zell	Printed Name	e/Title				

IBI 12686

# CHANGE ORDER NO. MO-BC2-CO4

REF.	DESCRIPTION OF ITEM	CODE % CREDIT	COST	BALANCE
CO				
Item 4.1	Credit for structural steel roof framing members not installed due to design revisions	J3	(\$1,541)	(\$1,541)
Item 4.2	Modify pilaster beam bearing plates due to conflict with pilaster reinforcing steel	J3	\$4,135	\$4,135
Item 4.3	Move structural steel roof framing members due to relocation of mechanical air conditioning units	G1	\$8,086	\$8,086
	Subtotal			\$10,680
	Subtotal			\$10,000
	TOTAL CHANGE ORDER # MO-BC2-CO4			\$10,680

# **CODE LEGEND**

A SITE COST, UNFORESEEN FIELD CONDITION

B SITE COST, ERROR AND/OR OMISSION

C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE

D SITE COST, AGENCY OR CODE REVISION

E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR

F BUILDING COST, UNFORESEEN FIELD CONDITION

G BUILDING COST, ERROR AND/OR OMISSION

H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE

J BUILDING COST, AGENCY OR CODE REVISION

K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR

L CONTRACT ADMINISTRATIVE ISSUE

\* Note: "I" has been omitted not to be confused with "1"

1 CONTRACTOR GENERATED

2 CONSTRUCTION MANAGER GENERATED

3 ARCHITECT/ENGINEER GENERATED

4 DISTRICT GENERATED

5 INSPECTOR OR AGENCY GENERATED

# Summary for Change Order No. MO-BC2-CO4 Item Inclusions

July 15, 2009

Change Order MO-BC2-CO4: Item No. CO 4.1 – After revision of the Structural Steel Roof Framing there were some steel members that were deleted in design. This credit is for the structural steel roof framing members not installed at the air handling units. The total is a deduction of (\$1,541).

Change Order MO-BC2-CO4: Item No. CO 4.2 – Modify pilaster beam bearing plates as spacing of embedded shear studs were unable to be placed due to reinforcing pilaster steel. The total is an additional cost of \$4,135.

Change Order MO-BC2-CO4: Item No. CO 4.3 – A mechanical roof top air conditioning unit needed to be relocated. Due to this relocation the structural steel roof framing was moved. The total is an addition of \$8,086.

\* NOTE: None of the above Change Order items impacts the Contract Schedule.

**Summary:** Kitchell/BRj has reviewed each item and has determined the values identified above are appropriate and recommend acceptance of the changes.

- Credit for not installing structural steel roof framing members due to design revision (\$1,541.00)
- Modify the pilaster beam bearing plate

\$1,579.00

 Move the structural steel roof framing members due to relocation of air conditioning unit \$8,086.00

**Grand Total for Change Order MO-BC2-CO4** 

\$10,680.00

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Change Order MO-BC1-CO6 to the

Oakview Constructors, Inc. Contract at San Bernardino Valley College

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order MO-BC1-CO6 to the Oakview Constructors, Inc., Maintenance and Operations Building, Bid Category One – Site and Off-Site Improvements contract at San Bernardino Valley College resulting in a savings of \$11,244.00.

# **OVERVIEW**

A change order to a construction contract may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability.

This change order includes a reduction in the contractor's scope of work for items omitted, and installation of an additional domestic water supply line to a re-oriented restroom modular building.

# **ANALYSIS**

The effect of this change order will be a deduction of \$11,244.00 to the Oakview Constructors, Inc. contract, resulting in a revised contract amount of \$1,193,081.00. There is no change to the project schedule.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

# FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

3347A4 Project Number Capital Facilities Program Management

MO-BC1- CO6

# **CHANGE ORDER**

Original Contract Amount:
Amount of Previous Change Orders:

\$924,000.00 \$26,053.00

School Name:	San Bernardino Valley Co	ollege	Date:	July 15, 2009		
Project Description:	Maintenance & Operations - Site	e Improvements	Contract No.: _	Bid Category 1		
To (Contractor):	Oakview Constructors Inc.		Attn: _	Tammy Bernardo		
You are hereby directed	to make the following chang	es in the above reference co	ntract for:			
Item No.: R	tefer to attachments	Referer	nce RFP No.: N	/A		
Description of Work:  Refer to attached Change Order summary dated 07-15-2009 for Change Order No. MO-BC1-CO6: Items CO 6.1 through 6.2						
TOTAL COST OF	CHANGE ORDER MO-BC1-	CO6	(11,244	l.00)		
Reason for Change:	Change Order No. MO-BC1	-CO6 summary dated 07-15	-2009			
Initiator of Change:	Shange Order No. MO-BOT	-000 Summary dated 07-10	-2003			
	Change Order No. MO-BC1	-CO6 summary dated 07-15	-2009			
The original Base Contract	:Sum was:			924,000.00		
Net change by previous au	thorized Contract Amendment(s	):	\$254,272.00			
Net change by previous au	thorized Change Order(s):			\$26,053.00		
Contract Sum prior to this of	change order:		\$ <sup>.</sup>	1,204,325.00		
The contract AMOUNT due	e to C.O. No. MO-BC1-CO6	will be decreased by:		\$11,244.00)		
The revised Contract Amou	unt, including this change order i	s, therefore:	\$	1,193,081.00		
The contract TIME due to 0	C.O. No. MO-BC1-CO6	will be unchanged by:	0	calendar days.		
The revised Contract Comp	pletion Date, including this Chan	ge Order is, therefore		unchanged		
SBCCD Char	nge Order No. MO-BC1-CO6	includes Item Number(s):	Tv	vo (2) items		
This Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)  Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time.						
- I Sallow to Co						
I have reviewed the figure valid and recommend you	res submitted by the Contractor our approval for acceptance.	and they have been reviewed by	the district, The	neve this request is		
-	Signature	Name (printed	)	Date		
Architect:	Doniel F. Des	DAVIDE	DEAN	7.17.09		
Constr. Mgr.: Though the RILLORG 7-17-09						
District: Mr. Bruce Baron, Vice Chancellor Fiscal Services						
Contractor:	1 Xoul					
		Printed Name/	Title			

San Bernardino Community College District

IBI 12686

# **CHANGE ORDER NO. MO-BC1-C06**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
CO Item 6.1	Reduce contractors scope of work for omitted items	C4			(\$12,823)	(\$12,823)
Item 6.2	Install additional domestic water supply line to provide service to re-oriented restroom modular building	C4			\$1,579	\$1,579
	Subtotal					(\$11,244)
	TOTAL CHANGE ORDER # MO-BC1-CO6					(\$11,244)

# **CODE LEGEND**

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
- C SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- D SITE COST, AGENCY OR CODE REVISION
- E SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- F BUILDING COST, UNFORESEEN FIELD CONDITION
- G BUILDING COST, ERROR AND/OR OMISSION
- H BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
- J BUILDING COST, AGENCY OR CODE REVISION
- K BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
- L CONTRACT ADMINISTRATIVE ISSUE
- \* Note: "I" has been omitted not to be confused with "1"
- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

# Summary for Change Order No. MO-BC1-CO6 Item Inclusions

July 15, 2009

Change Order MO-BC1-CO6: Item No. CO 6.1 – The following items were removed from Oakview Constructors Inc.'s scope of work:

- Omit storage container removal
- Omit CMU wall removal
- Omit concrete flatwork at Refrigeration Department
- Omit portion of wood fence per DSA approved FCD 7

The total is a deductive change order amount of (\$12,823).

Change Order MO-BC1-CO6: Item No. CO 6.2 – When the restroom modular building was installed the modular orientation was revised. Because of the reorientation the point of connection for the domestic water supply also changed and an additional water supply line was installed. The total is an additional cost of \$1,579.

\* NOTE: None of the above Change Order items impacts the Contract Schedule.

**Summary:** Kitchell/BRj has reviewed each item and has determined the values identified above are appropriate and recommend acceptance of the changes.

Reduce scope of work for omitted items. (\$12,823.00)

 Install additional domestic water supply line to provide service to reoriented restroom modular building \$1,579.00

**Grand Total for Change Order MO-BC1-C06** 

(\$11,244.00)

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Amendment CS-BC19-CA1 to the

RDM Electric Company, Inc. Contract at San Bernardino Valley College

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve Amendment CS-BC19-CA1 to the RDM Electric Company, Inc. Chemistry/Physical Science Building and Partial North Hall Demolition Project, Bid Category Nineteen - Electrical contract at San Bernardino Valley College in the amount of \$31,000.00.

# **OVERVIEW**

A construction contract is amended when there is a change in the scope of work due to unforeseen conditions that must be corrected in order for work to proceed.

North Hall is comprised of two contiguous buildings constructed at different times. It was discovered during the demolition phase that the electrical system, which was expected to be separate for each building, was actually one integrated system. This system requires circuit separation to continue use of the building not currently being demolished. The contractor provided the electrical equipment necessary to maintain power to the portion of North Hall that is to remain after demolition.

# **ANALYSIS**

The effect of this amendment will be an addition of \$31,000.00 to the RDM Electric Company, Inc. contract, resulting in a revised contract amount of \$2,342,800.00. There is no change to the project schedule. The items identified are unforeseen and, therefore, not subject to the 10% limitation to contract change orders.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

# FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

Capital Facilities Program Management

CS-BC19- CA1

3347A4 Project Number

# **CONTRACT AMENDMENT**

Original Contract Amount:

\$2,311,800.00

Amount of Previous Contract Amendments:

\$0.00

School Name:	San Bernardino Valley College	e	Date: _	July 15, 2009					
Project Description:	Chemistry/Physical Science Building	-Electrical	Contract No.: _	Bid Category 19					
To (Contractor):	RDM Electric Co., Inc.		Attn:	Robert D. McDonnell					
You are hereby directed	You are hereby directed to make the following changes in the above reference contract for:								
Item No.:	Refer to attachments	Referer	nce RFP No.: N	/A					
Description of Work:  Refer to attached Contract Amendment summary dated 07-15-2009 for  Contract Amendment No. CS-BC19-CA1: Item CA 1.1									
TOTAL COST OF	CONTRACT AMENDMENT CS-B	C19-CA1	\$31,000	0.00					
Reason for Change:	Contract Amondment No. CC Bi	C40 CA4 aummany date	A 07 15.2000						
	Contract Amendment No. CS-B	C 19-CAT Summary Cate	gu 07-15-2009						
Initiator of Change:  Refer to attached	Contract Amendment No. CS-B	C19-CA1 summary date	ed 07-15-2009						
The original Base Contrac	t Sum was:		\$	2,311,800.00					
_	uthorized Contract Amendment(s):			\$0.00					
The contract AMOUNT du	e to C.A. No. CS-BC19-CA1 will b	ne increased by:		\$31,000.00					
The revised Base Contract	t Sum:		\$	2,342,800.00					
Net change by previous a	uthorized Change Order(s):		4:	\$0.00					
The revised Contract Amo	unt, including this contract amendeme	ent is, therefore:	\$	2,342,800.00					
The contract TIME due to	C.A. No. CS-BC19-CA1 will b	oe unchanged by:	0	calendar days.					
The revised Contract Com	pletion Date, including this Contract A	mendment is, therefore		unchanged					
SBCCD Contract Ar	mendment No. CS-BC19-CA1	includes Item Number(s):		ne (1) item					
This Contract Amendment is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)  Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time.									
I have reviewed the figu	res submitted by the Contractor and to our approval for acceptance.								
	Signature	Name (printed	)	Date					
Architect:	David 8. Den	DAVID E. ]	DEANY	7.17.09					
Constr. Mgr.: Start P Workey 7.17.19									
District:	M	r. Bruce Baron, Vice Chan	cellor Fiscal Servi	ces					
Contractor:	l human	SANUEL Printed Name	Title	7-21-09					

San Bernardino Community College District

IBI 12686

# **CONTRACT AMENDMENT NO. CS-BC19-CA1**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
CA Item 1.1	Provide electrical equipment to maintain power to portion of North Hall building to remain after partial North Hall demolition	<b>A</b> 1			\$31,000	\$31,000
	Subtotal					\$31,000
	TOTAL CONTRACT AMENDMENT # CS-BC19-CA1					\$31,000

# CODE LEGEND

Α

В	SITE COST, ERROR AND/OR OMISSION
С	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
Н	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR

SITE COST, UNFORESEEN FIELD CONDITION

L CONTRACT ADMINISTRATIVE ISSUE

\* Note: "I" has been omitted not to be confused with "1"

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED
- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

# Summary for Contract Amendment No. CS-BC19-CA1 Item Inclusions

July 15, 2009

Contract Amendment CS-BC19-CA1: Item No. CA 1.1 — Provide electrical equipment necessary to maintain power to the portion of North Hall that will remain after partial North Hall demolition. The total is an additional cost of \$31,000.

\* NOTE: None of the above Contract Amendment items impacts the Contract Schedule.

**Summary:** Kitchell/BRj has reviewed each item and has determined the values identified above are appropriate and recommend acceptance of the changes.

Provide electrical equipment to maintain power to portion of North Hall
 Building that will remain after partial demolition
 \$31,000.00

**Grand Total for Contract Amendment CS-BC19-CA1** 

\$31,000.00

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of Change Order CS-BC19-CO1 to the

RDM Electric Company, Inc. Contract at San Bernardino Valley College

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order CS-BC19-CO1 to the RDM Electric Company, Inc. Chemistry/Physical Science Building and Partial North Hall Demolition Project, Bid Category Nineteen - Electrical contract at San Bernardino Valley College in the amount of \$90,461.00.

# **OVERVIEW**

A change order to a construction contract may be generated by a number of circumstances. These include changes directed by the District to address contractor or architect recommendations for efficiency, occupant needs, or to improve future building or space usability.

There are currently ten modular buildings adjacent to the Planetarium, which were installed with generator power in order to meet the campus schedule for the start of classes in August 2008. This change order, for the installation of permanent power, required extensive design and DSA approval. Permanent power is a cost effective and more reliable solution to power the modular buildings, which will be in place for at least two-plus years.

# **ANALYSIS**

The effect of this change order will be an addition of \$90,461.00 to the RDM Electric Company, Inc. contract, resulting in a revised contract amount of \$2,433,261.00. There is no change to the project schedule.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

# FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

3347A4 Project Number Capital Facilities Program Management

CS-BC19- CO1

# **CHANGE ORDER**

Original Contract Amount:

Amount of Previous Change Orders:

\$2,311,800.00 \$0.00

School Nar	me:	San Bernardino Valley	/ College		Date:	July 15, 2009	
Project Des	scription:	Chemistry/Physical Science	Building-Elect	trical	Contract No.:	Bid Category 19	
To (Contra	ctor):	RDM Electrical Co., Inc.			Attn:	Robert D. McDonnell	
You are here	by directed	to make the following cha	anges in the	above reference cor	ntract for:		
Item No.	: R	efer to attachments		Referen	ce RFP No.: N	I/A	
Description of Work:  Refer to attached Change Order summary dated 07-15-2009 for Change Order No. CS-BC19-CO1: Item CO 1.1							
TOTAL (	COST OF C	CHANGE ORDER CS-BC	19-CO1		90,46	1.00	
Reason for Cha		01	040 004		2000		
		Change Order No. CS-B	C19-CO1 su	mmary dated 07-15	-2009		
Initiator of Cha		Change Order No. CS-B	C19-CO1 su	mmary dated 07-15	-2009		
The original Ba	se Contract	Sum was:			\$	2,311,800.00	
Net change by	previous aut	thorized Contract Amendme	nt(s):	-		\$31,000.00	
Net change by	previous aut	thorized Change Order(s):				\$0.00	
Contract Sum p	prior to this o	:hange order:			\$	2,342,800.00	
The contract Al	MOUNT due	to C.O. No. CS-BC19-CO1	will be inc	creased by:		\$90,461.00	
The revised Co	ontract Amou	int, including this change ord	der is, therefore	e:	\$	2,433,261.00	
The contract TI	IME due to C	C.O. No. CS-BC19-CO1	will be <b>un</b> e	changed by:	0	calendar days.	
The revised Co	ontract Comp	pletion Date, including this C	hange Order is	s, therefore		unchanged	
SB	CCD Chan	ge Order No. <u>CS-BC19-C</u>	inclu	udes Item Number(s):	One (1) item		
		alid until signed by both the a	Architect and t	the District Representa	tive (on behalf o	f the San Bernardino	
Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time.							
		es submitted by the Contrac ur approval for acceptance.	tor and they h	ave been reviewed by	the District, I be	lieve this request is	
		Signature		Name (printed)		Date	
Architect:	11 ~	i Planets.	Ar	DAVDE	DEMU	7.20.07	
Constr. Mgr.	R	My /		STEUP P	- Woelf	7.17.69	
District:			Mr. Bru	ce Baron, Vice Chance	ellor Fiscal Servi	ces	
Contractor:	SA	1 /		SAMUE C	- Unance	PM 7-2109	

San Bernardino Community College District

IBI 12686

# **CHANGE ORDER NO. CS-BC19-CO1**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
CO Item 1.1	Provide permanent power to the Planetarium modular buildings and restroom	C4			\$90,461	\$90,461
						\$0
	Subtotal					\$90,461
	TOTAL CHANGE ORDER # CS-BC19-CO1					\$90,461

### CODE LEGEND

<i>,</i> ,	CITE GOOT, OIL CITEDELIN IEED CONDITION
В	SITE COST, ERROR AND/OR OMISSION
С	SITE COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
D	SITE COST, AGENCY OR CODE REVISION
E	SITE COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
F	BUILDING COST, UNFORESEEN FIELD CONDITION
G	BUILDING COST, ERROR AND/OR OMISSION
Н	BUILDING COST, DISTRICT ADDED OR DELETED/REDUCED SCOPE
J	BUILDING COST, AGENCY OR CODE REVISION
K	BUILDING COST, CONTRACTOR IMPACT TO ANOTHER CONTRACTOR
L	CONTRACT ADMINISTRATIVE ISSUE

SITE COST, UNFORESEEN FIELD CONDITION

- 1 CONTRACTOR GENERATED
- 2 CONSTRUCTION MANAGER GENERATED

\* Note: "I" has been omitted not to be confused with "1"

- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

# Summary for Contract Amendment No. CS-BC19-CO1 Item Inclusions

July 15, 2009

Change Order CS-BC19-CO1: Item No. CO 1.1 — Provide permanent power to Planetarium portable classrooms and restroom modular buildings. The permanent power is a cost effective measure in lieu of monthly generator rental and generator fuel expenses. The total is an additional cost of \$90,461.

\* NOTE: None of the above Contract Amendment items impacts the Contract Schedule.

**Summary:** Kitchell/BRj has reviewed each item and has determined the values identified above are appropriate and recommend acceptance of the changes.

o Provide permanent power to Planetarium area

\$90,461.00

**Grand Total for Contract Amendment CS-BC19-CO1** 

\$90,461.00

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**PREPARED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval to Receive Funds from the Inland Valley Development

Agency

# **RECOMMENDATION**

It is recommended that the Board of Trustees accept income, in the amount of \$424,716.94, which represents 90% of the excess Tax Increment being held by the Inland Valley Development Agency (IVDA) as part of a School District Pass-Through Agreement.

# **OVERVIEW**

In 1997 the Inland Valley Development Agency (IVDA) refinanced outstanding notes with Tax Allocation Bonds to fund improvement projects within the Norton Air Force Development Agency's 16,000 acre development area. The Tax Allocation Bonds have benefited from lower than anticipated interest rates thus producing additional funds to be made available to the IVDA and the School Districts which are part of the joint powers authority formed in 1990 as amended in 1993. The IVDA Board has determined that 90% of the accumulated excess funds may be distributed to the participating school districts. The distribution for SBCCD is \$424,716.94. These funds may be used for the purposes of capital outlay projects, bond projects and/or facilities maintenance projects.

# **ANALYSIS**

This represents additional earmarked income to the District.

# **BOARD IMPERATIVE**

III. Resource management for efficiency, effectiveness, and excellence.

# FINANCIAL IMPLICATIONS

This revenue will be held in an unrestricted, but earmarked, account to be used for the purposes indicated.

Attachments

# INLAND VALLEY DEVELOPMENT AGENCY DEBT SERVICE SCHEDULE FOR SCHOOL NOTES ISSUED ON MARCH 18, 1997

6/30/2004		6/30/2003			6/30/2002			6/30/2001			O. C.	NOOCOETA			6/30/1999				6/30/1998					6/30/1997			3/18/1997	Date	
6/30/2004 Bond Balance Tax Increment Received 2004/2005 Interest Income 2004/2005	Use remaining Cap Interest Payment Due-Bonds & Fees Principal on Bonds	6/30/2003 Bond Balance Tax Increment Received 2003/2004 Interest Income 2003/2004 Transfer in SD Cap Prg Fnd	Payment Due-Bonds & Fees Capitalized interest draw	Interest Income 2002/2003 Transfer in SD Cap Prg Fnd Use remaining Cap Interest	6/30/2002 Bond Balance	Payment Due-Bonds & Fees Capitalized interest draw	Interest Income 2001/2002 Transfer in SD Cap Prg Fnd	6/30/2001 Bond Balance Tax Increment Received 2001/2002	Payment Due -Bonds & Fees Capitalized interest draw	Transfer in SD Cap Prg Fnd Use remaining Cap Interest	Tax Increment Received 2000/2001	Capitalized interest draw	Use remaining Cap Interest	Interest Income 1999/2000 Transfer in SD Cap Prg Fnd	6/30/1999 Bond Balance Tax Increment Received 1999/2000	Capitalized interest draw	Use remaining Cap Interest	Tax Increment Received 1998/1999 Interest Income 1998/1999 Transfer in SD Cap Pro Fnd	6/30/1998 Bond Balance \$	Capitalized interest draw	Payment Due - Bonds & Fees Capitalized interest draw	Transfer in SD Cap Prg Fnd	Tax Increment Received 1997/1998	6/30/1997 Bond Balance	Payment Due-Bonds & Fees	Tax Increment Received 1996/1997 Interest Income 1996/1997	Percentage of Issue 3/18/1997 Beginning Balances Issued Bonds \$	Description	
896,456,99 (149,300.00) (1,707.31)	23,850.86	980,901.19 (107,126.00) (1,168.97)	28,915.27	(1,853.43)	1,073,320.27	48,829.01	(1,453.52)	1,107,339,77	55,665.66	(3,300.40)	(70,555.00)	10.520,24	43 530 07	(2,722.47)	1, 155, 927 10	68,572.01		(70,606.00) (4,391.33)	-		61,205.38	(3,322.20)	(59,316.00)	1.164.385.24	14,720.18	(50,484.00)	7.20%	Redlands Unified	
\$ 924,774.42 (111,298.00) (1,465.44)	20,471.99	\$1,004,831,79 (99,526.00) (1,003.37)	24,818.94	(1,590.86)	1,040,335.71	41,911.57	(1.247.61)	1,049,785.75	47,779.69	(2,091,28)	(43,448.00)	404004.09	26 504 90	(2,336.79)	1,051,110.24	58,857.64		(38,138.00) (3,769.22)	\$1,034,159.82		52,534.62	(3,300.30)	(33,425.00)	1.018.416.76	12,634.82	(24,346.00)	6.18% \$1.030,939.87	Colton Unified	
\$ 9,713,178.97 (1,221,762.00) (16,504.01)	230,558.33	\$10,444,475.68 (950,555.00) (11,300.05)	279,514.30	(17,916.52)	11,065,620.90	472,013.80	(14,050.71)	11,383,869,82	538,101.35	(32,561.97)	(667,021.00)	411,123.02	444	(26,317.21)	11,721,198.63	662,862.74		(493,547.00) (42,449.51)	\$11,594,332,40		591,652.03	(37,914.63)	(391,129.00)	11 431 794 00	142,295.11	(312,012.00)	\$11,610,585,00	San Bernardino Unified	
\$1,890,811,24 (179,515.00) (2,897.69)	40,480.21	\$1,982,657.03 (130,342.00) (1,984.00)	49,075.64	(3,145.69)	2,059,751.08	82,873.69	(2,466.95)	2,086,116.34	94,476.99	(5,/17.06)	(91,306.00)	/2,102.61	70 400 04	(4,620.64)	2,097,131 24	116,381.94		(71,754.00) (7,453.06)	\$2,059,956.36		103,879.13	(0,000,00)	(56,909.00)	2019 643 08	24,983.42	(42,260.00)	12.22% \$2.038.525.13	lino nity	San
\$.848,275.00 (55,884.00) (1.138.21)	15,900.57	\$ 870,091.74 (36,938.00) (779.31)	19,276.85	(1,235.62)	882,975.51	32,552.68	(969.01)	874,626.85	37,110.44	(2,245.65)	(19,368.00)	28,353.31	3	(1,814,98)	848,565,73	45,714.67		(15,534.00) (2,927.55)	\$ 821,312.61		40,803.59	(2,614.80)	(13,586.00)	796 709 83	9,813.46	_	4.80%	0	San
\$14,273,496.62 (1,717,759.00) (23,712.66)	331,261.97	\$15,282,957.34 (1,324,487.00) (16,235.70)	401,601.00	(25,742.13)	16,122,003,47	678,180.75	(20,187.81)	16,501,738.53	773,134.13	(46,784.44)	(891,698.00)	590,694.00		(37,812.09)	16,873,932,93	952,389.00	r :1	(689,579.00) (60,990.68)	\$16,672,113.61	e: 1	850,074.75	(54,475.04)	(554,365.00)	16 430 878 90	204,447.00	(442,305.00)	100%	Total School District (37.5%)	
	552,103.28		669,335.00			1,130,301.25			1,288,556.88			984,490.00				1,587,315.00					1,416,791.25				340,745.00	4	\$27 803 125 00 \$44 485 000 00	IVDA (62.5%)	
	883,365.25		1,070,936.00			1,808,482.00			2,061,691.00			1,575,184.00				2,539,704.00					2,266,866.00				545,192.00		\$ 44 485 000 00	Total Debt (100%)	

# INLAND VALLEY DEVELOPMENT AGENCY DEBT SERVICE SCHEDULE FOR SCHOOL NOTES ISSUED ON MARCH 18, 1997

6/30/2008 Bond Balance	Principal on Bonds	Payment Due-Bonds & Fees	1 I CICCOCICII CICI FICCO	Professional Services	Transfer in SD Cap Prg Fnd  Professional Services	Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Tax Increment Received 2007/2008 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	6/30/2007 Bond Balance  Tax Increment Received 20/ Interest Income 2007/2008  Transfer in SD Cap Prg Fnd  Professional Services	Principal on Bonds 6/30/2007 Bond Balance Tax Increment Received 200 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Payment Due-Bonds & Fees Principal on Bonds Principal on Bonds Tax increment Received 200 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Professional Services Payment Due-Bonds & Fees Principal on Bonds G/30/2007 Bond Balance Tax Increment Received 20 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Principal on Bonds Trax Increment Received 20 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Frincipal on Bonds Trax Increment Received 20 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Tax Increment Received 2006/2007 Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Principal on Bonds Brand Balance Tax Increment Received 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	6/30/2006 Bond Balance  Tax Increment Received 20/ Interest Income 2006/2007  Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds  6/30/2007 Bond Balance  Tax Increment Received 20/ Interest Income 2007/2008  Transfer in SD Cap Prg Fnd Professional Services	Principal on Bonds Principal on Bonds Principal on Bonds Tax Increment Received 200 Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services Principal on Bonds Interest Income 2007/2008 Transfer in SD Cap Prg Fnd	Payment Due-Bonds & Fees Principal on Bonds Brincipal on Bonds Brincipal on Bonds Tax Increment Received 200 Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Interest Income 2007/2008 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Professional Services Payment Due-Bonds & Fees Principal on Bonds 6/30/2006 Bond Balance Tax Increment Received 201 Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Payment Due-Bonds & Fees Principal on Bonds 6/30/2007 Bond Balance Tax Increment Received 20 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Bond Balance Tax Increment Received 20 Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Itax Increment Received 20 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Interest Income 2005/2006 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Transfer in SD Cap Prg Fnd Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services Tax Increment Received 20 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Tax Increment Received 2005/2006 Interest Income 2005/2006 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds 6/30/2006 Bond Balance Tax Increment Received 2006/2007 Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Interest Income 2007/2008 Interest Income 2007/2008 Increment Received 2007/2008 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	6/30/2005 Bond Balance  Tax Increment Received 20 Interest Income 2005/2006  Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds  6/30/2006 Bond Balance  Tax Increment Received 20 Interest Income 2006/2007  Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Payment Due-Bonds & Fees Principal on Bonds  6/30/2007 Bond Balance  Tax Increment Received 20 Interest Income 2007/2008  Transfer in SD Cap Prg Fnd Professional Services  Transfer in SD Cap Prg Fnd	Principal on Bonds 6/30/2005 Bond Balance Tax Increment Received 20/ Interest Income 2005/2006 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds 6/30/2006 Bond Balance Tax Increment Received 20/ Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds 17ax Increment Received 20/ Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services Tax Increment Received 20/ Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services	Payment Due-Bonds & Fees Principal on Bonds Brincipal on Bonds Brincipal on Bonds Tax Increment Received 200 Interest Income 2005/2006 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Frincipal on Bonds Brincipal on Bonds Fransfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Transfer in SD Cap Prg Fnd Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services Transfer in SD Cap Prg 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Principal on Bonds Transfer in SD Cap Prg Fnd Professional Services Transfer in SD Cap Prg Fnd Professional Services Transfer in SD Cap Prg Fnd	Percentage of Issue Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds Transfer in SD Cap Prg Fnd Tax Increment Received 200 Interest Income 2005/2006 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Principal on Bonds 6/30/2006 Bond Balance Tax Increment Received 200 Interest Income 2006/2007 Transfer in SD Cap Prg Fnd Professional Services Payment Due-Bonds & Fees Payment Due-Bonds & Fees Principal on Bonds Transfer in SD Cap Prg Fnd Professional Services Tax Increment Received 200 Interest Income 2007/2008 Transfer in SD Cap Prg Fnd Professional Services Transfer in SD Cap Prg Fnd Professional Services
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Note: Redlands Unified went negative in this calculation this year. Auditor inquired of Marty to gain an understanding of IVDA responsibility for these bond payments. The IVDA collects the tax increment for each of these school districts and makes the bond payments on their behalf. Once the bonds are paid off, the excess tax School District and the IVDA Amendment No.1 Section 3D reads: will continue to grow negatively until 2029 unless the agreement is amended subsequent to this writing. The agreement for cooperation between Redlands Unified retain the tax increment and make the debt service payments until that time regardless of the balance on this spreadsheet. The negative balance in the Redlands column increment will be remitted to the school districts. However, these payments are based on a debt service schedule due 2029. It is the responsibility of the IVDA to

"For the period commencing on the closing date and continuing through the termination date, the IVDA shall accrue an obligation to pay to the district surplus revenues, provided that surplus revenues shall not in any event be released until the termination date. Upon and after the termination date, surplus revenues (or any portion thereof) may be released to the district after determination by counsel to the IVDA and an independent certified public accountant that the surplus revenues (or portion to be released) are not required to refund, refinance or extend the maturity of the notes."

# INLAND VALLEY DEVLOPMENT AGENCY SUMMARY OF SCHOOL DISTRICTS OUTSTANDING DEBT

# Calculation of Original Debt to Principal Payments

# San Bernardino Community College District Certification for Receipt of Funds From the Inland Valley Development Agency

The undersigned, Dr. Noelia Vela, is the duly appointed and acting Secretary of the San Bernardino Community College District Board of Trustees, and the undersigned has been authorized by the official action of the governing body of the School District to make the representation and other commitments as set forth herein on behalf of the School District. The undersigned recognizes that the Inland Valley Development Agency (the "IVDA") pursuant to Resolution No. 2009-09 as adopted on May 13, 2009, authorized the remittance of certain dollar amounts to the School District upon satisfaction of conditions precedent by the School District to the remittance of such funds from the IVDA to the School District.

The School District hereby requests the remittance of the amount equal to \$424,716.94 representing ninety percent (90%) of the dollar amount being retained by the IVDA pursuant to that certain School District Pass-Through Agreement, as amended, by and between the School District and IVDA. The undersigned has reviewed the attached schedule (attached hereto as Attachment 1) as prepared by the independent audit firm whereby the dollar amounts retained by the IVDA on behalf of the School District pursuant to the School District Pass-Through Agreement, as amended, have been calculated. The undersigned further certifies that such dollar amounts as presently retained by the IVDA for the School District are true and correct and calculated in accordance with the procedures and formulae contained in the School District Pass-Through Agreements, as amended, and the undersigned on behalf of the School District commits and binds the School District to the manner and effect of such calculations.

The undersigned on behalf of the School District further represents and warrants that in accordance with the limitations on the use of the tax increment revenues payable by the IVDA to the School District pursuant to the School District Pass-Through Agreement, as amended, the School District will use and apply such funds as received hereunder for the following purposes as authorized by the School District Pass-Through Agreement, as amended.

- 1. Capital Outlay Projects
- 2. Bond Projects
- 3. Facilities Maintenance

This certification and the statements contained herein shall be relied upon by the IVDA in all financial matters affecting IVDA and the School District Pass-Through Agreement, as amended, and this Certification is duly executed and delivered as of this 14<sup>th</sup> day of August, 2009.

Ву:	
Name: _	
Title:	

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**PREPARED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Consideration of Approval of an increase in student fees from \$20 per unit to \$26

per unit, effective Fall 2009, which is mandated by the legislative budget package

for 2009-2010, as recommended and approved by the Governor

# **RECOMMENDATION**

It is recommended that the Board of Trustees approve an increase in student fees from \$20 per unit to \$26 per unit, effective Fall 2009, in compliance with the budget package approved by the State legislature on July 24<sup>th</sup> and signed by the Governor.

# **OVERVIEW**

After a long series of negotiations, the legislature approved a budget for the 2009-2010 fiscal year. Among the many savings measures in that budget was a recommendation to increase fees at the California Community Colleges from \$20 per unit to \$26 per unit, effective Fall 2009.

# **ANALYSIS**

The fee increase is projected to generate an additional \$890,000 in revenues for the District which will offset reductions to the general apportionment from the State.

# **BOARD IMPERATIVE**

III. Resource management for efficiency, effectiveness, and excellence.

# FINANCIAL IMPLICATIONS

This action is required as part of the State budget for 2009-2010 and will increase revenue and offset general apportionment reductions in the projected amount of \$890,000.

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director, SBCCD

**DATE:** August 13, 2009

**SUBJECT:** Summary of Change Orders for Measure P Projects

# **RECOMMENDATION**

This item is for information only and no action is required.

# **OVERVIEW**

As an informational item to the San Bernardino Community College District Board, this report is a summary of all change orders to date for projects at San Bernardino Valley College and Crafton Hills College.

# **ANALYSIS**

- One change order to the RDM Electric Company, Inc., Chemistry/Physical Science and Partial North Hall Demolition Project, Bid Category 19 Electrical contract was submitted this month for an addition of \$90,461.00, resulting in a revised contract amount of \$2,433,261.00.
- One change order to Oakview Constructors, Inc., Maintenance and Operations Building, Bid Category 1 Site and Off-Site Improvements contract was submitted this month for a reduction of \$11,244.00, resulting in a revised contract amount of \$1,193,081.00.
- One change order to Oakview Constructors, Inc., Maintenance and Operations Building, Bid Category 2 – General Building Construction contract was submitted this month for an addition of \$10,680.00, resulting in a revised contract amount of \$2,048,631.00.
- One change order to Lee & Stires, Inc., Custodial Building, Bid Category 1 Site and Off-Site Improvements contract was submitted this month for an addition of \$6,838.00, resulting in a revised contract amount of \$438,188.00.
- One change order to the L. D. Anderson, Inc., Infrastructure Package 2/3/4, Bid Category 1 contract was submitted this month for an addition of \$26,734.00, resulting in a revised contract amount of \$1,230,900.00.
- One change order to Fischer, Inc., Infrastructure Package 2/3/4, Bid Category 3 contract was submitted this month for addition of \$47,592.00, resulting in a revised contract amount of \$1,538,592.00.

- One Change to Precision Concrete Construction, Inc., Learning Resource Center, Bid Category 2 was submitted this month for an addition of \$32,060.00, resulting in a revised contract amount of \$3,306,760.00.

There is no change to the project schedule.

# **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness, and Excellence.

# **FINANCIAL IMPLICATIONS**

Budgeted with Measure P funds.

Attachment

# CHANGE ORDER SUMMARY BY PROJECT August 13, 2009

PROJECTS	Total Change Order	Current Contract Amount	New Contract Amount	CO%
North Hall Replacement	\$ -	\$ 16,792,609.00	\$ 16,792,609.00	0.00%
Media / Communications	\$ -	\$ 8,299,368.00	\$ 8,299,368.00	0.00%
Chemistry / Science	\$ 121,381.12	\$ 22,704,564.00	\$ 22,825,945.12	0.53%
Maintenance and Operations	\$ 82,720.00	\$ 4,512,180.00	\$ 4,594,900.00	1.83%
Student Health Services	\$ 25,987.00	\$ 1,047,967.00	\$ 1,073,954.00	2.48%
CDC Alterations	\$ -	\$ -	\$ -	
Baseball Netting	\$ -	\$ 203,629.00	\$ 203,629.00	0.00%
TOTAL	\$ 230,088.12	\$ 53,560,317.00	\$ 53,790,405.12	0.43%

**NEW CHANGE ORDERS** 

	Total CO Value per	Current Contract	New Contract	Cost as % of	Board
Contractors	Contractor:	Amount	Amount	Contract	Date
#2 - Mountain Movers Engr. Const.		\$ 173,900.00			
#3 - Devries Construction		\$ 2,434,395.00			
#4 - Blazing Industrial Steel		\$ 4,105,282.00			
#5 - Stolo Cabinets		\$ 99,000.00			
#6 - Best Contracting Services		\$ 372,835.00			
#7 - Bell Roof Company		\$ 198,000.00			
#8 - Montgomery Hardware		\$ 411,740.00			
#9 - Queen City Glass Co.		\$ 454,994.00			
#10 - Caston Plastering & Drywall		\$ 1,945,585.00			
#11 - New Image Commercial Flooring		\$ 80,000.00			
#12 - Southcoast Acoustical Interiors		\$ 287,100.00			
#13 - J. Kel Painting & Wallcovering		\$ 142,755.00			
#14 - Inland Building Companies		\$ 1,264,000.00			
#15 - Inland Building Companies		\$ 293,300.00			
#16 - Daart Engineering Co.		\$ 208,535.00			
#17 - Pro Tec Mechanical		\$ 763,288.00			
#18 - Arrowhead Mechanical		\$ 1,247,000.00			
#19 - BEC Inc.		\$ 2,125,000.00			
#20 - Sierra Landscape		\$ 185,900.00			
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		i i			
TOTAL	\$	\$ 16,792,609.00	\$ 16,792,609.00	0.00%	

NO NEW CHANGE ORDERS

	Total CO Value per	Current Contract	New Contract		Board
Contractors	Contractor:	Amount	Amount	Cos as % of Contract	Date
#2 - Mountain Movers Engr. Const.		\$ 374,899.00			
#3 - RC Construction Services		\$ 1,129,000.00			
#4 - KCB Towers		\$ 1,363,340.00			
#5 - K&Z Cabinets		\$ 24,520.00			
#6 - RB Sheet Metal		\$ 280,000.00			
#7 - Bell Roof Co.		\$ 283,673.00			
#8 - Montgomery Hardware		\$ 217,700.00			
#9 - Roy E. Whitehead		\$ 329,675.00			
#10 - Sierra Lathing Co.		\$ 820,000.00			
#11 - Pro Spectra		\$ 119,820.00			
#12 - Southcoast Acoustical Interiors		\$ 45,500.00			
#13 - Alonso Painting		\$ 59,000.00			
#14 - RVH Constructors		\$ 212,700.00			
#16 - J.G. Tate Fire Protection		\$ 151,111.00			
#17 - Pro-Tech Mechanical	i	\$ 422,925.00		i i	
#18 - West Tech Mechanical	1	\$ 1,000,000.00	-		
#19 - Daniels Electrical Construction		\$ 1,283,000.00			
#20 - America West Landscape		\$ 182,505.00			
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	1				
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TOTAL	\$	\$ 8,299,368.00	\$ 8,299,368.00	0.00%	

NO NEW CHANGE ORDERS

	Total CO Value per	Current Contract	New Contract		Board
Contractors	Contractor:	Amount	Amount	Cos as % of Contract	Date
#1A - Environmental Const. Group		\$ 125,640.00			
#1B - Ampco Contracting		\$ 410,000.00			
#2 - Crew Inc.		\$ 1,745,000.00			
#3 - RC Construction		\$ 2,409,000.00			
#4 - ACCC, Inc.		\$ 3,398,000.00			
#5 - Advanced Lab Concepts		\$ 1,130,171.00			
#6 - Crowner Sheet Metal		\$ 386,300.00			
#7 - Stone Roofing Co.		\$ 251,600.00			
#8 - Montgomery Hardware		\$ 293,970.00			
#9 - Perfection Glass		\$ 443,600.00			51
#10 - Caston Plastering & Drywall		\$ 1,985,585.00			
#11 - Empire Floor Covering		\$ 305,750.00			
#12 - Southcoast Acoustical Interiors		\$ 336,870.00		1	
#13 - Prime Painting Contractors		\$ 143,750.00			
#14 - Inland Building Construction		\$ 683,000.00			
#15 - RVH Constructors		\$ 311,000.00			
#16 - Fisher, Inc.		\$ 199,000.00			
#17 - Fisher, Inc.		\$ 1,546,235.00			
#18 - Couts Heating & Cooling		\$ 3,347,000.00			
#19 - RDM Electrical	\$ 90,461.00	\$ 2,342,800.00	\$ 2,433,261.00	3.86%	Aug-09
		\$ 299,000.00			
Mobile Modular-Lease	\$ (4,230.31)	\$ 447,319.00	\$ 443,088.69	-0.95%	Jan-09
Silvercreek Industries-Purchase	\$ 35,150.43	\$ 163,974.00	\$ 199,124.43	21.44%	Mar-09
TOTAL	\$ 121,381.12	\$ 22,704,564.00	\$ 22,825,945.12	0.53%	

# **NEW CHANGE ORDERS**

NOTE: Original Contract Amount for #19 RDM Electrical includes the Contract Amendment (CS-19-CA1) for \$31,000.00 these unforeseen costs were added to the Base Contract Amount of \$2,311,800.00

	Project	SBVC Chemistry /	Physical Scien	ce Building		Revised Date				
	Project Number	3347A4				7/17/2009				
	Contractors		A	ccountability Summ	ary		Total CO Value	Current Contract	Cos as % of	New contract
		1 (Contractor)	2 (CM)	3 (Arch/Eng)	4 (District)	5 (Insp/Agency)	per contractor:	amount	contract	amount
Contract #	: 9 RDM Electric				\$90,461.00		\$90,461.00	\$2,342,800.00	3.86%	\$2,433,261.00
	Mobile Modular				-\$4,230.31		(\$4,230.31)	\$447,319.00	-0.95%	\$443,088.69
	Silver Creek Industries Inc.				\$35,150.43		\$35,150.43	\$163,974.00	21.44%	\$199,124.43
	TOTAL	\$0.00	\$0.00	\$0.00	\$121,381.12	\$0.00	\$121,381.12	\$2,954,093.00	4.11%	\$3,075,474.12

NEW CHANGE ORDERS

# Maintenance and Operations - Custodial Buildings

	Total CO Value pe	C	urrent Contract	New Contract	Cost as % of	Board	
Contractors	Contractor:		Amount	Amount	Contract	Date	
Maintenance & Operations Building:							
#1 - Oakview Construction - Site	\$ 14,809.00		1,178,272.00	\$ 1,193,081.00	1.26%	Aug-09	
#2 - Oakview Construction - Building	\$ 18,056.00	\$	2,030,575.00	\$ 2,048,631.00	0.89%	Aug-09	
Custodial Building:		$\mp$					
#1 - Lee & Stires	\$ 49,855.00	\$	388,333.00	\$ 438,188.00	12.84%	Aug-09	
#2 - Klassic Engineering & Const., Inc.		\$	915,000.00				
				,			
		+					
TOTAL	\$ 82,720.0	\$	4,512,180.00	\$ 4,594,900.00	1.83%		

# NEW CHANGE ORDERS

NOTE: Original Contract Amount for #1 Oakview Const.-Site includes the Contract Amendment (MO-BC1-CA3) for \$8,388.00. These unforeseen costs were added to the Base Contract Amount of \$924,000.00

	Project	SBVC Maintenanc	e and Operation	s Building	F	Revised Date				
	Project Number	3347A2				7/17/2009				
	Contractors		Accountability Summary				Total CO Value	Current Contract	Cos as % of	New contract
		1 (Contractor)	2 (CM)	3 (Arch/Eng)	4 (District)	5 (Insp/Agency)	per contractor:	amount	contract	amount
Contract #	: M&O Building						3			
#1	Oakview Const Site	\$0.00	\$0.00	\$22,693.00	-\$7,884.00	\$0.00	\$14,809.00	\$1,178,272.00	1.26%	\$1,193,081.00
#2	Oakview Const Building	\$13,472.00		\$4,584.00	\$0.00	00 <b>000000</b> 0000000000000000000000000000	\$18,056.00	\$2,030,575.00	0.89%	\$2,048,631.00
	Custodial Building									
#1	Lee & Stires - Site		\$1,288.00	\$6,838.00	\$41,729.00		\$49,855.00	\$388,333.00	12.84%	\$438,188.00
#2	Klassic Engr Building						6.0/15.4/2001.25.02.02.0	0.0000000000000000000000000000000000000		**SERVING PROPERTY
	TOTAL	\$13,472.00	\$1,288.00	\$34,115.00	\$33,845.00	\$0.00	\$82,720.00	\$3,597,180.00	2.30%	\$3,679,900.00

		CO Value per	Cı	Irrent Contract	New Contract		Board
Contractors	C	ontractor:		Amount	Amount	Cos as % of Contract	Date
PCN3	\$	19,282.00	\$ \$	338,000.00	\$ 357,282.00	5.70%	Арг-08
Modular Structures Int'l, Inc.	\$	6,705.00	\$	338,000.00 709,967.00	\$ 716,672.00	0.94%	May-09
	_			<del>-</del>			
	_						
			_				
	_		_				
TOTAL	\$	25,987.00	\$	1,047,967.00	\$ 1,073,954.00	2.48%	

Project	Student Health Se	rvices			Revised Date //17/2009				
Contractors	1 (Contractor)	2 (CM)	Accountability Summa 3 (Arch/Eng)		5 (Insp/Agency)	Total CO Value per contractor:	Current Contract amount	Cos as % of contract	New contract amount
PCN3 MSI			\$19,282.00	\$3,025.00	\$3,680.00	\$19,282.00 \$6,705.00	\$338,000.00 \$709,967.00	5.70% 0.94%	\$357,282.0 \$716,672.0
TOTAL			-			\$25,987.00	\$1,047,967.00	2.48%	\$1,073,954.0

Contractors	Total CO Value per Contractor:	Current Contract  Amount	New Contract Amount	Cos as % of Contract	Board Date
Contractors	Contractor.	Amount	Allount	cos as 10 of Contract	Date
				-	
				-	
	1				
				1	
				<del>                                     </del>	
				1 1	
				1	
				<b>_</b>	
TOTAL	\$	\$	\$ MELLONE HELDER	0.00%	

Contractors	Total CO Value per Contractor:	Current Contract	New Contract	Con on 9/ of Court	Board
Contractors	Contractor:	Amount	Amount	Cos as % of Contract	Date
				+ + +	
				+	
				+	
				1 1	
				1	
				+	
				+	
				+	
				<del>                                     </del>	
TOTAL	\$	\$	\$	0.00%	

## CHANGE ORDER SUMMARY BY PROJECT August 13, 2009

PROJECTS	Total Change Order	Current Contract Amount	New Contract Amount	CO%
INFRASTRUCTURE PACKAGE #1	\$ (4,277.00)	\$ 421,000.00	\$ 416,723.00	-1.02%
INFRASTRUCTURE PACKAGE #2/3/4	\$ 261,113.00	\$ 14,726,451.00	\$ 14,987,564.00	1.77%
INFRASTRUCTURE PACKAGE #5.1	\$ 5,029.00	\$ 151,300.00	\$ 156,329.00	3.32%
CRF / INFRA PKG #5	\$ 44,440.00	\$ 7,795,365.00	\$ 7,839,805.00	0.57%
LEARNING RESOURCE CENTER	\$ 61,135.00	\$ 22,291,408.00	\$ 22,352,543.00	0.27%
TOTAL	\$ 367,440.00	\$ 45,385,524.00	\$ 45,752,964.00	0.81%

Contractors		O Value per	nt Contract mount	New Co	ontract Amount	Cos as % of Contract	Board Dat
NFRA1-01: Champion Electric	\$	(4,277.00)	\$ 421,000.00		416,723.00	-1.02%	Mar-0
							+
	_						
11							
TOTAL	\$	(4,277.00)	\$ 421,000.00	\$	416,723.00	-1.02%	

	Project	CHC Infrastructur	CHC Infrastructure Package #1 Revised Date								
	Project Number	9621				8/20/2008					
	Contractors		A	accountability Summ	ary		Total CO Value	Current Contract	Cos as % of	New contract	
Contract #:		1 (Contractor)	2 (CM)	3 (Arch/Eng)	4 (District)	5 (Insp/Agency)	per contractor:	amount	contract	amount	
			(\$7,000.00)		\$913.00	\$1,810.00	(\$4,277.00)	\$421,000.00	-1.02%	\$416,723.00	
	TOTAL		(\$7,000.00)		\$913.00	\$1,810.00	(\$4,277.00)	\$421,000.00	-1.02%	\$416,723.00	

Contractors		al CO Value per Contractor:	C	Current Contract Amount	Nev	v Contract Amount	Cos as % of Contract	Board Date
INFRA234-01: LD Anderson	\$	85,753.00	\$	1,145,147.00	\$	1,230,900.00	7.49%	Aug-0
INFRA234-02: Couts Heating & Cooling	\$	_	\$	5,677,000.00	\$	5,677,000.00	0.00%	Ü
INFRA234-03: Fischer, Inc.	\$	47,592.00	\$	1,491,000.00	\$	1,538,592.00	3.19%	Aug-09
NFRA234-04: RIS Electric	\$	127,768.00	\$	1,973,000.00	\$	2,100,768.00	6.48%	Dec-08
INFRA234-05: Tidwell Concrete	\$	-	\$	2,289,804.00	\$	2,289,804.00	0.00%	
NFRA234-06: Sierra Landscape	\$	_	\$	1,623,600.00	\$	1,623,600.00	0.00%	
INFRA234-07: Inland Building Companies	\$		\$	526,900.00	\$	526,900.00	0.00%	
TOTAL	1\$	261,113.00	6	14,726,451.00	<b>.</b>	14,987,564.00	1.77%	

NOTE: Original Contract Amount for INFRA 234-01 LD Anderson includes Contract Amendment (CA:BC1-01) of \$43,847.00 to the \$1,101,300.00 base amount.

	Project	CHC Infrastructure	Package #2/3/	4	F	Revised Date					
	Project Number	9622, 9623 & 9624				7/17/2009					
	Contractors		A	ccountability Summa	ary		Total CO Value	Current Contract	Cos as % of	New contract	
		1 (Contractor)	2 (CM)	3 (Arch/Eng)	4 (District)	5 (Insp/Agency)	per contractor:	amount	contract	amount	
Contract #:					,		•				
INFRA234-01	LD Anderson	\$21,890.00		\$4,844.00	\$59,019.00		\$85,753.00	\$1,145,147.00	7.49%	\$1,230,900.00	
INFRA234-02	Couts Heating & Cooling						\$0.00	\$5,677,000.00	0.00%	\$5,677,000.00	
INFRA234-03	Fischer, Inc.			\$47,592.00			\$47,592.00	\$1,491,000.00	3.19%	\$1,538,592.00	
INFRA234-04	RIS Electric			\$115,975.00	\$11,793.00		\$127,768.00	\$1,973,000.00	6.48%	\$2,100,768,00	
INFRA234-05	Tidwell Concrete						\$0.00	\$2,289,804.00	0.00%	\$2,289,804.00	
INFRA234-06	Sierra Landscape						\$0.00	\$1,623,600.00	0.00%	\$1,623,600.00	
INFRA234-07	Inland Building Companies						\$0.00	\$526,900.00	0.00%	\$526,900.00	
	TOTAL	\$21,890.00	\$0.00	\$168,411.00	\$70,812.00	\$0.00	\$261,113.00	\$14,726,451.00	1.77%	\$14,987,564.00	

NOTE: Original Contract Amount for INFRA 234-01 LD Anderson includes Contract Amendment (CA:BC1-01) of \$43,847.00 to the \$1,101,300.00 base amount.

Contractors		O Value per tractor:	Current Amo	Contract ount	New Contr	act Amount	Cos as % of Contract	Board Da
INFRA5.1-01: RIS Electric	\$	5,029.00	\$	151,300.00		156,329.00	3.32%	Dec-0
	-							
								<del>                                     </del>
							_	
TOTAL	\$	5,029.00	<b>Q</b>	151,300.00	· C	156,329.00	3.32%	4

	Project	CHC Infrastructure	e Package 5.1		F	11/11/2008						
	Project Number	9625										
-	Contractors	1 (Contractor)	2 (CM)	ccountability Summa 3 (Arch/Eng)	ary 4 (District)	5 (Insp/Agency)	Total CO Value per contractor:	Current Contract amount	Cos as % of contract	New contract amount		
Contract #: INFRA5.1-01	RIS Electric				\$5,029.00		\$5,029.00	\$151,300.00	3.32%	\$156,329.00		
	TOTAL	\$0.00	\$0.00	\$0.00	\$5,029.00	\$0.00	\$5,029.00	\$151,300.00	3.32%	\$156,329.00		

Contractors	T	otal CO Value per Contractor:	Current Contract Amount	N	New Contract Amount	Cos as % of Contract	Board Date
CCRF-02: Crew, Inc.	\$	-	\$ 732,000.00	\$	732,000.00	0.00%	
CCRF-03: Calcoast Concrete Const., Inc.	\$	-	\$ 1,070,815.00	\$	1,070,815.00	0.00%	
CCRF-04: Nuway, Inc.	\$	44,440.00	\$ 803,860.00	\$	848,300.00	5.53%	May-09
CCRF-05: Anderson Charnesky	\$	-	\$ 575,099.00	\$	575,099.00	0.00%	
CCRF-06: Bell Roof Company, Inc.	\$	-	\$ 152,400.00	\$	152,400.00	0.00%	
CCRF-07: E J Enterprises	\$		\$ 118,055.00	\$	118,055.00	0.00%	
CCRF-08: West Coast Painting & Drywall	\$	-	\$ 32,331.00	\$	32,331.00	0.00%	
CCRF-09: J. Kel Painting & Wallcovering, Inc.	\$	-	\$ 63,020.00	\$	63,020.00	0.00%	
CCRF-10: Lawrence W. Rosine Co.	\$	-	\$ 19,990.00	\$	19,990.00	0.00%	
CCRF-11: Inland Building Const. Comp., Inc.	\$		\$ 22,780.00	\$	22,780.00	0.00%	
CCRF-12: Inland Building Const. Comp., Inc.	\$	4	\$ 248,000.00	\$	248,000.00	0.00%	
CCRF-13: J.M. Farnan Co., Inc.	\$	-	\$ 860,000.00	\$	860,000.00	0.00%	
CCRF-14: Arrowhead Mechanical., Inc.	\$	#(	\$ 112,500.00	\$	112,500.00	0.00%	
CCRF-15: Champion Electric, Inc.	\$		\$ 749,000.00	\$	749,000.00	0.00%	
CCRF-16: America West Landscape, Inc.	\$	75	\$ 604,980.00	\$	604,980.00	0.00%	
CCRF-17: Condor, Inc.	\$	-	\$ 1,148,300.00	\$	1,148,300.00	0.00%	
CCRF-18: RVH Constructors, Inc.	\$	-	\$ 482,235.00	\$	482,235.00	0.00%	
		•					
TOTAL	\$	44,440.00	\$ 7,795,365.00	\$	7,839,805.00	0.57%	

	Project	CHC CRF / Infrastr	ructure Packa	ge #5		Revised Date				
	Project Number	9617				4/17/2009				
	Contractors			Accountability Summa	ıry		Total CO Value	Currentl Contract	Cos as % of	New contract
		1 (Contractor)	2 (CM)	3 (Arch/Eng)	4 (District)	5 (Insp/Agency)	per contractor:	amount	contract	amount
Contract #:										
CCRF-02	Crew, Inc.						\$0.00	\$732,000.00	0.00%	\$732,000.00
CCRF-03	Calcoast Concrete Const., Inc.						\$0.00	\$1,070,815.00	0.00%	\$1,070,815.00
CCRF-04	Nuway, Inc.			\$44,440.00			\$44,440.00	\$803,860.00	5.53%	\$848,300.00
CCRF-05	Anderson Charnesky						\$0.00	\$575,099.00	0.00%	\$575,099.00
CCRF-06	Bell Roof Company, Inc.						\$0.00	\$152,400.00	0.00%	\$152,400.00
CCRF-07	E J Enterprises						\$0.00	\$118,055.00	0.00%	\$118,055.00
CCRF-08	West Coast Painting & Drywall						\$0.00	\$32,331.00	0.00%	\$32,331.00
CCRF-09	J. Kel Painting & Wallcovering, Inc.						\$0.00	\$63,020.00	0.00%	\$63,020.00
CCRF-10	Lawrence W. Rosine Co.						\$0.00	\$19,990.00	0.00%	\$19,990.00
CCRF-11	Inland Building Const. Comp., Inc.						\$0.00	\$22,780,00	0.00%	\$22,780.00
CCRF-12	Inland Building Const. Comp., Inc.						\$0.00	\$248,000.00	0.00%	\$248,000.00
CCRF-13	J.M. Farnan Co., Inc.						\$0.00	\$860,000.00	0.00%	\$860,000.00
CCRF-14	Arrowhead Mechanical., Inc.						\$0.00	\$112,500.00	0.00%	\$112,500.00
CCRF-15	Champion Electric, Inc.						\$0.00	\$749,000.00	0.00%	\$749,000.00
CCRF-16	America West Landscape., Inc.						\$0.00	\$604,980.00	0.00%	\$604,980.00
CCRF-17	Condor, Inc.						\$0.00	\$1,148,300.00	0.00%	\$1,148,300.00
CCRF-18	RVH Constructors, Inc.						\$0.00	\$482,235.00	0.00%	\$482,235.00
	TOTAL	\$0.00	\$0.00	\$44,440.00	\$0.00	\$0.00	\$44,440.00	\$7,795,365.00	0.57%	\$7,839,805.00

Contractors	1	Total CO Value per Contractor:	Current Contract Amount	Ne	w Contract Amount	Cos as % of Contract	Board Date
CLRC-02: Precision Concrete	\$	32,060.00	\$ 3,274,700.00	\$	3,306,760.00	0.98%	Aug-09
CLRC-03: Mid State Precast	\$		\$ 1,371,000.00	\$	1,371,000.00	0.00%	Ü
CLRC-04: Anderson Charnesky	\$	-	\$ 3,421,300.00	\$	3,421,300.00	0.00%	
CLRC-05: Lozano Caseworks, Inc.	\$		\$ 509,300.00	\$	509,300.00	0.00%	
CLRC-06: Western Bay Sheet Metal	\$	-	\$ 1,349,000.00	\$	1,349,000.00	0.00%	
CLRC-07: RGSLA	\$	<b>#</b> (	\$ 236,252.00	\$	236,252.00	0.00%	
CLRC-08: E J Enterprises	\$	(a)	\$ 293,175.00	\$	293,175.00	0.00%	
CLRC-09: Padua Glass Enterprise, Inc.	\$	3	\$ 1,940,700.00	\$	1,940,700.00	0.00%	
CLRC-10: Caston Plastering & Drywall	\$	-	\$ 1,415,585.00	\$	1,415,585.00	0.00%	
CLRC-11: Mike's Custom Flooring	\$	=2:	\$ 248,200.00	\$	248,200.00	0.00%	
CLRC-12: Southcoast Acoustical Inters.	\$	<b>-</b> 0	\$ 461,350.00	\$	461,350.00	0.00%	
CLRC-13: Prime Painting Con.	\$	-	\$ 192,000.00	\$	192,000.00	0.00%	
CLRC-14: Inland Pacific Tile, Inc.	\$	<b>4</b> 3	\$ 282,000.00	\$	282,000.00	0.00%	
CLRC-15: RVH Construction	\$	-	\$ 731,000.00	\$	731,000.00	0.00%	
CLRC-16: Daart Engineering Company	\$	-	\$ 268,031.00	\$	268,031.00	0.00%	
CLRC-17: Pro-Craft Plumbing Co., Inc	\$	-	\$ 515,515.00	\$	515,515.00	0.00%	
CLRC-18: Couts Heating & Cooling	\$	29,075.00	\$ 2,037,000.00	\$	2,066,075.00	1.43%	Jun-09
CLRC-19: Shanks Electric Corporation	\$	<b>→</b> 0	\$ 2,850,000.00	\$	2,850,000.00	0.00%	
CLRC-20: Marina Landscaping	\$	-	\$ 247,300.00	\$	247,300.00	0.00%	
CLRC-21: Inland Building Companies	\$	-	\$ 648,000.00	\$	648,000.00	0.00%	
TOTAL	\$	61,135.00	\$ 22,291,408.00	\$	22,352,543.00	0.27%	

	Project	CHC LRC				Revised Date				
	Project Number	8104				5/15/2009				
	Contractors			Accountability Summa	агу		Total CO Value	Currentl Contract	Cos as % of	New contract
		1 (Contractor)	2 (CM)	3 (Arch/Eng)	4 (District)	5 (Insp/Agency)	per contractor:	amount	contract	amount
Contract #:				, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,	,,	•			
CLRC-02	Precision Concrete			\$32,060.00			\$32,060.00	\$ 3,274,700.00	0.98%	\$3,306,760.00
CLRC-03	Mid State Precast						\$0.00	\$ 1,371,000.00	0.00%	\$1,371,000.00
CLRC-04	Anderson Charnesky						\$0.00	\$ 3,421,300.00	0.00%	\$3,421,300.00
CLRC-05	Lozano Caseworks, Inc.						\$0.00	\$ 509,300.00	0.00%	\$509,300.00
CLRC-06	Western Bay Sheet Metal						\$0.00	\$ 1,349,000.00	0.00%	\$1,349,000.00
CLRC-07	RGSLA						\$0.00	\$ 236,252.00	0.00%	\$236,252.00
CLRC-08	E J Enterprises						\$0.00	\$ 293,175.00	0.00%	\$293,175.00
CLRC-09	Padua Glass Enterprise, Inc.						\$0.00	\$ 1,940,700.00	0.00%	\$1,940,700.00
CLRC-10	Caston Plastering & Drywall						\$0.00	\$ 1,415,585.00	0.00%	\$1,415,585.00
CLRC-11	Mike's Custom Flooring						\$0.00	\$ 248,200.00	0.00%	\$248,200.00
CLRC-12	Southcoast Acoustical Inters.						\$0.00	\$ 461,350.00	0.00%	\$461,350.00
CLRC-13	Prime Painting Con.						\$0.00	\$ 192,000.00	0.00%	\$192,000.00
CLRC-14	Inland Pacific Tile, Inc.						\$0.00	\$ 282,000.00	0.00%	\$282,000.00
CLRC-15	RVH Construction						\$0.00	\$ 731,000.00	0.00%	\$731,000.00
CLRC-16	Daart Engineering Company						\$0.00	\$ 268,031.00	0.00%	\$268,031.00
CLRC-17	Pro-Craft Plumbing Co., Inc						\$0.00	\$ 515,515.00	0.00%	\$515,515.00
CLRC-18	Couts Heating & Cooling			\$29,075.00			\$29,075.00	\$ 2,037,000.00	1.43%	\$2,066,075.00
CLRC-19	Shanks Electric Corporation						\$0.00	\$ 2,850,000.00	0.00%	\$2,850,000.00
CLRC-20	Marina Landscaping						\$0.00	\$ 247,300.00	0.00%	\$247,300.00
CLRC-21	Inland Building Companies						\$0.00	\$ 648,000.00	0.00%	\$648,000.00
	TOTAL	\$0.00	\$0.0	0 \$61,135.00	. \$0.00	\$0.00	\$61,135.00	\$22,291,408.00	0.27%	\$22,352,543.00

#### SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

PREPARED BY: Crispina Ongoco, Director of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Budget Report

#### **RECOMMENDATION**

This item is for information only and no action is required.

#### **OVERVIEW**

This summary budget report is submitted monthly to the Board of Trustees for their perusal.

#### <u>ANALYSIS</u>

The Budget Report contains income and expenditures by major objects for all funds deposited in the County Treasury.

#### **BOARD IMPERATIVE**

III. Resource management for efficiency, effectiveness, and excellence.

#### **FINANCIAL IMPLICATIONS**

None.

Attachments



# **MEMO**

To:

NOELIA VELA, Chancellor

From:

BRUCE BARON, Vice Chancellor

Date:

JULY 27, 2009

Subject:

**EXECUTIVE SUMMARY OF MONTHLY BUDGET REPORT** 

This revenue and expenditure report is for the period of July 1 through July 31, 2009, the first month of the 2009-2010 fiscal year. It reflects summarized information for all District funds.

We have not received any of our advance funding for the new fiscal year due to the State's need to conserve cash. We hope to receive funds by early August. If we run into a cash flow shortfall, we have already received our Board approved, \$10 million TRANS, which allows for short term borrowing to support cash flow needs.

We are reviewing the tentative budget against the budget approved on July 24, 2009 by the State Legislature. We will be working through College processes to determine the final budget for the September Board meeting.

Phone: 909/382-4021

FAX: 909/382-0174

email: bbaron@sbccd.cc.ca.us

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM #J4202 07/22/2009 BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

PAGE 1

Fund: 01 GENERAL FUND

	WORKING	EXPENDED/R			PENDED/	UNENCUME	
SUMMARY BY OBJECT	BUDGET	CURRENT Y	EAR TO DATE	8	ENCUMBERED	BALANCE	왕
3100.00 FEDERAL HEA REVENUES	5,807,456.00	0.00	0.00	. 0	0.00	5,807,456.00	
3600.00 STATE REVENUES	67,653,306.43	0.00	0.00	. 0	0.00	67,653,306.43	
8800.00 LOCAL REVENUES	21,222,750.04	1,611.78	1,611.78	.0			
3900.00 OTHER FINANCING SOURCES	8,200.00	0.00	0.00		0.00	21,221,138.26	99.
TOTAL: 8000				. 0	0.00	8,200.00	
101AL. 8000	94,691,712.47	1,611.78	1,611.78	. 0	0.00	94,690,100.69	99.
100.00 CONTRACT CLASSROOM INST.	15,813,213.00	0.00	0.00	. 0	0.00	15,813,213.00	100.
200.00 CONTRACT CERT. ADMINISTRATORS	10,175,823.00	0.00	0.00	. 0	0.00	10,175,823.00	
300.00 INSTRUCTORS DAY/HOURLY	8,762,761.00	0.00	0.00	. 0	0.00	8,762,761.00	
400.00 NON-INSTRUCTION HOURLY CERT.	834,573.00	0.00	0.00	. 0	0.00	834,573.00	
TOTAL: 1000	35,586,370.00	0.00	0.00	. 0	0.00	35,586,370.00	
2100 00 COMPRACE OF ACCURED NOW INCOME							
2100.00 CONTRACT CLASSIFED NON-INSTR.		1,045.95-	1,045.95-	. 0	0.00		
2200.00 INSTRUCTIONAL AIDS	1,516,802.00	0.00	0.00	. 0	0.00	1,516,802.00	100.
300.00 NON-INSTRUCTION HOURLY CLASS.	1,749,604.00	0.00	0.00	. 0	0.00	1,749,604.00	100.
2400.00 INST AIDES-HOURLY- DIR.INSTRUC	1,005,724.00	0.00	0.00	. 0	0.00	1,005,724.00	100.
TOTAL: 2000	23,532,077.00	1,045.95-	1,045.95-	. 0	0.00	23,533,122.95	100.
100.00 CERTIFICATED RETIREMENT	2,887,970.00	0.00	0.00	. 0	0.00	2,887,970.00	100.
200.00 CLASSIFIED RETIREMENT	2,468,333.00	0.00	0.00	. 0	0.00	2,468,333.00	
300.00 OASDHI/FICA	2,119,255.00	0.00	0.00	.0	0.00		100.
400.00 HEALTH AND WELFARE BENEFITS	6,507,943.00	0.00	0.00	.0	0.00	2,119,255.00	
500.00 STATE UNEMPLOYMENT INSURANCE	175,374.00	0.00	0.00			6,507,943.00	
600.00 WORKERS COMPENSATION INSURANCE	833,745.00			. 0	0.00	175,374.00	
3900.00 OTHER BENEFITS		0.00	0.00	. 0	0.00	833,745.00	
	60,843.00	0.00	0.00	. 0	0.00	60,843.00	100.
TOTAL: 3000	15,053,463.00	0.00	0.00	. 0	0.00	15,053,463.00	100.
100.00 TEXTBOOKS	24,588.00	0.00	0.00	. 0	2,000.00	22,588.00	91.
200.00 BOOK, MAGAZINE&PERIOD-DIST.USE	232,063.00	79.00	79.00	. 0	46,271.86	185,712.14	80.
300.00 INSTRUCTIONAL SUPPLIES	431,931.60	184.33	184.33	. 0	54,927.35	376,819.92	87.
400.00 MEDIA AND SOFTWARE-DISTRCT USE	97,757.37	0.00	0.00	. 0	8,083.09	89,674.28	91.
500.00 NONINSTRUCTIONAL SUPPLIES	1,285,643.27	3,996.16-	3,996.16-	. 0	488,121.57	801,517.86	100.
700.00 FOOD SUPPLIES	45,100.00	0.00	0.00	. 0	0.00	45,100.00	100.
TOTAL: 4000	2,117,083.24	3,732.83-	3,732.83-	.0	599,403.87	1,521,412.20	100.
100.00 PERSON&CONSULTANT SVC-DIST USE	2 502 220 40	5 022 60	E 022 60				
200.00 TRAVEL & CONFERENCE EXPENSES	3,502,230.40	5,833.68-	5,833.68-	. 0	1,117,612.76	2,390,451.32	100.
	625,743.69	541.89	541.89	. 0	25,349.38	599,852.42	95.
300.00 POST/DUES/MEMBERSHIPS-DIST.USE	436,852.00	9,816.23	9,816.23	2.2	131,295.50	295,740.27	67.
400.00 INSURANCES - DISTRICT USE	92,617.75	0.00	0.00	. 0	79,610.00	13,007.75	14.
500.00 UTILITIES & HOUSEKEEP-DIST.USE	2,780,426.00	215.12	215.12	. 0	2,512,678.76	267,532.12	9.
600.00 RENTS, LEASES&REPAIRS-DIST.USE	1,832,579.27	804.61	804.61	. 0	584,577.11	1,247,197.55	68.
700.00 LEGAL/ELECTION/AUDIT-DIST. USE	1,047,800.00	36,164.80	36,164.80	3.4	71,120.20	940,515.00	89.
800.00 OTHER OPERATING EXP-DIST. USE	5,691,034.98	450.00	450.00	. 0	376,499.38	5,314,085.60	93.
900.00 INTERPROGRAM CHARGES-DIST.USE	300.00	0.00	0.00	. 0	0.00	300.00	100.
TOTAL: 5000	16,009,584.09	42,158.97	42,158.97	. 2		11,068,682.03	69.

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 01 GENERAL FUND

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUME	BERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	96	ENCUMBERED	BALANCE	%
TOTAL 1000 F000							
TOTAL: 1000-5999	92,298,577.33	37,380.19	37,380.19	. 0	5,498,146.96	86,763,050.18	94.0
5100.00 SITES & IMPROVEMENTS-DIST. USE	46,043.00	0.00	0.00	. 0	0.00	46 043 00	100 0
200.00 BUILDINGS&IMPROVEMENT-DIST.USE	630,096.71	0.00	0.00	. 0	1,105.00		100.0
300.00 LIBRARY BOOKS - EXPANSION	105,958.00	0.00	0.00	. 0	31,000.00		70.7
5400.00 ADDITIONAL/IMPROVED EQUIPMENT	2,438,145.86	1,249.04	1,249.04	. 0	51,228.74	2,385,668.08	97.8
TOTAL: 6000	3,220,243.57	1,249.04	1,249.04	. 0	83,333.74	3,135,660.79	97.3
TOTAL: 1000-6999	95,518,820.90	38,629.23	38,629.23	.0	5,581,480.70	89,898,710.97	94.1
7300.00 INTERFUND TRANSFERS	2,269,964.00	0.00	0.00	. 0	0.00	2,269,964.00	100.0
7500.00 OTHER OUTGO-STUDENT FIN AID	60,078.00	0.00	0.00	. 0	0.00	60,078.00	100.0
7600.00 OTHER STUDENT AID	971,569.00	0.00	0.00	. 0	31,500.00	Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Contro	96.7
7900.00 RESERVE FOR CONTINGENCIES	7,000,000.00	0.00	0.00	. 0	0.00	7,000,000.00	100.0
TOTAL: 7000	10,301,611.00	0.00	0.00	. 0	31,500.00	10,270,111.00	99.6
TOTAL: 1000-7999	105,820,431.90	38,629.23	38,629.23	. 0	5,612,980.70	100,168,821.97	94.6

# SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 01 GENERAL FUND

SUMMARY

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUMB	ERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	00	ENCUMBERED	BALANCE	%
							=====
TOTAL INCOME (8000 - 8999)	94,691,712.47	1,611.78	1,611.78	. 0	0.00	94,690,100.69	99.9
TOTAL: 1000-5999	92,298,577.33	37,380.19	37,380.19	. 0	5,498,146.96	86,763,050.18	94.0
TOTAL: 1000-6999	95,518,820.90	38,629.23	38,629.23	. 0	5,581,480.70	89,898,710.97	94.1
TOTAL: 1000-7999	105,820,431.90	38,629.23	38,629.23	. 0	5,612,980.70	100,168,821.97	94.6
COTAL EXPENSES (1000 - 7999)	105,820,431.90	38,629.23	38,629.23	. 0	5,612,980.70	100,168,821.97	94.6

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Fund: 39 BLUE SHIELD MEMBERS CONT

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUME	BERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	양	ENCUMBERED	BALANCE	90
8800.00 LOCAL REVENUES	800.00	0.00	0.00	. 0	0.00	800.00	100.0
TOTAL: 8000	800.00	0.00	0.00	. 0	0.00	800.00	100.0
7900.00 RESERVE FOR CONTINGENCIES	5,000.00	0.00	0.00	. 0	0.00	5,000.00	100.0
TOTAL: 7000	5,000.00	0.00	0.00	. 0	0.00	5,000.00	100.0
TOTAL: 1000-7999	5,000.00	0.00	0.00	. 0	0.00	5,000.00	100.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 39 BLUE SHIELD MEMBERS CONT SUMMARY

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUME	ERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	양	ENCUMBERED	BALANCE	96
TOTAL INCOME (8000 - 8999)	800.00	0.00	0.00	.0	0.00	800.00	100.0
TOTAL: 1000-5999	0.00	0.00	0.00	. 0	0.00	0.00	. 0
TOTAL: 1000-6999	0.00	0.00	0.00	. 0	0.00	0.00	.0
TOTAL: 1000-7999	5,000.00	0.00	0.00	. 0	0.00	5,000.00	100.0
TOTAL EXPENSES (1000 - 7999)	5,000.00	0.00	0.00	. 0	0.00	5,000.00	100.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 41 CAPITAL OUTLAY PROJECTS FUND

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUME	BERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	8	ENCUMBERED	BALANCE	910
						=========	
600.00 STATE REVENUES	48,983,457.50	0.00	0.00	. 0	0.00	48,983,457.50	100.0
800.00 LOCAL REVENUES	911,967.00	863.89	863.89	. 0	0.00	911,103.11	99.9
TOTAL: 8000	49,895,424.50	863.89	863.89	. 0	0.00	49,894,560.61	99.9
100.00 SITES & IMPROVEMENTS-DIST. USE	500,509.00	0.00	0.00	. 0	121,866.00	378,643.00	75.6
200.00 BUILDINGS&IMPROVEMENT-DIST.USE	52,475,222.69	0.00	0.00	. 0	357,036.00	52,118,186.69	99.3
400.00 ADDITIONAL/IMPROVED EQUIPMENT	24,743.76	0.00	0.00	. 0	0.00	24,743.76	100.0
TOTAL: 6000	53,000,475.45	0.00	0.00	. 0	478,902.00	52,521,573.45	99.0
TOTAL: 1000-6999	53,000,475.45	0.00	0.00	.0	478,902.00	52,521,573.45	99.0
900.00 RESERVE FOR CONTINGENCIES	400,000.00	0.00	0.00	. 0	0.00	400,000.00	100.0
TOTAL: 7000	400,000.00	0.00	0.00	. 0	0.00	400,000.00	100.0
TOTAL: 1000-7999	53,400,475.45	0.00	0.00	. 0	478,902.00	52,921,573.45	99.3

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM #J4202 BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 41 CAPITAL OUTLAY PROJECTS FUND SUMMARY

	WORKING	EXPENDE	/RECEIVED		PENDED/	UNENCUMB	ERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	8	ENCUMBERED	BALANCE	항
					=========		
OTAL INCOME (8000 - 8999)	49,895,424.50	863.89	863.89	. 0	0.00	49,894,560.61	99.9
TOTAL: 1000-5999	0.00	0.00	0.00	. 0	0.00	0.00	. 0
TOTAL: 1000-6999	53,000,475.45	0.00	0.00	.0	478,902.00	52,521,573.45	99.0
TOTAL: 1000-7999	53,400,475.45	0.00	0.00	. 0	478,902.00	52,921,573.45	99.1
COTAL EXPENSES (1000 - 7999)	53,400,475.45	0.00	0.00	. 0	478,902.00	52,921,573.45	99.1

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 42 REVENUE BOND CONSTRUCTION FU

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUMB	BERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	96	ENCUMBERED	BALANCE	%
				=====			
800.00 LOCAL REVENUES	2,200,000.00	0.00	0.00	. 0	0.00	2,200,000.00	100.
TOTAL: 8000	2,200,000.00	0.00	0.00	. 0	0.00	2,200,000.00	100.
100.00 PERSON&CONSULTANT SVC-DIST USE	139,941.82	0.00	0.00	. 0	0.00	139,941.82	100.0
400.00 INSURANCES - DISTRICT USE	21,046.00	0.00	0.00	. 0	0.00	21,046.00	100.0
600.00 RENTS, LEASES&REPAIRS-DIST.USE	39,884.00	0.00	0.00	. 0	0.00	39,884.00	100.0
TOTAL: 5000	200,871.82	0.00	0.00	.0	0.00	200,871.82	100.0
TOTAL: 1000-5999	200,871.82	0.00	0.00	. 0	0.00	200,871.82	100.0
5100.00 SITES & IMPROVEMENTS-DIST. USE	20,550,186.14	0.00	0.00	. 0	282,701.28	20,267,484.86	98.6
200.00 BUILDINGS&IMPROVEMENT-DIST.USE	100,187,743.41	14,696.92-	14,696.92-	. 0	3,075,984.28	97,126,456.05	100.0
400.00 ADDITIONAL/IMPROVED EQUIPMENT	7,387,136.00	0.00	0.00	. 0	3,097.78	7,384,038.22	99.9
TOTAL: 6000	128,125,065.55	14,696.92-	14,696.92-	. 0	3,361,783.34	124,777,979.13	100.0
TOTAL: 1000-6999	128,325,937.37	14,696.92-	14,696.92-	. 0	3,361,783.34	124,978,850.95	100.0
7900.00 RESERVE FOR CONTINGENCIES	20,000,000.00	0.00	0.00	. 0	0.00	20,000,000.00	100.0
TOTAL: 7000	20,000,000.00	0.00	0.00	. 0	0.00		100.0
TOTAL: 1000-7999	148,325,937.37	14,696.92-	14,696.92-	. 0	3,361,783.34	144,978,850.95	100.0

# SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 42 REVENUE BOND CONSTRUCTION FU SUMMARY

	WORKING EXPENDED/RECEIVED				PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	왕	ENCUMBERED	BALANCE	%
TOTAL INCOME (8000 - 8999)	2,200,000.00	0.00	0.00	. 0	0.00	2,200,000.00	100.0
TOTAL: 1000-5999	200,871.82	0.00	0.00	.0	0.00	200,871.82	100.0
TOTAL: 1000-6999	128,325,937.37	14,696.92-	14,696.92-	. 0	3,361,783.34	124,978,850.95	100.0
TOTAL: 1000-7999	148,325,937.37	14,696.92-	14,696.92-	. 0	3,361,783.34	144,978,850.95	100.0
TOTAL EXPENSES (1000 - 7999)	148,325,937.37	14,696.92-	14,696.92-	. 0	3,361,783.34	144,978,850.95	100.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 68 RETIREE BENEFIT FUND

	WORKING	EXPENDEI	/RECEIVED		PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	8	ENCUMBERED	BALANCE	%
8800.00 LOCAL REVENUES	36,000.00	0.00	0.00	.0	0.00	26 000 00	100.0
TOTAL: 8000	36,000.00	0.00	0.00	.0	0.00	36,000.00	100.0
3900.00 OTHER BENEFITS	450,000.00	0.00	0.00	.0	0.00	450,000.00	100.0
TOTAL: 3000	450,000.00	0.00	0.00	. 0	0.00	450,000.00	100.0
TOTAL: 1000-5999	450,000.00	0.00	0.00	* .0	0.00	450,000.00	100.0
7900.00 RESERVE FOR CONTINGENCIES	500,000.00	0.00	0.00	. 0	0.00	500,000.00	100.0
TOTAL: 7000	500,000.00	0.00	0.00	. 0	0.00	500,000.00	100.0
TOTAL: 1000-7999	950,000.00	0.00	0.00	. 0	0.00	950,000.00	100.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT

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Fund: 68 RETIREE BENEFIT FUND SUMMARY

	WORKING EXPENDED/RECEIVED				PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	४ =====	ENCUMBERED	BALANCE	90
TOTAL INCOME (8000 - 8999)	36,000.00	0.00	0.00	. 0	0.00	36,000.00	100.0
TOTAL: 1000-5999	450,000.00	0.00	0.00	. 0	0.00	450,000.00	100.0
TOTAL: 1000-6999	450,000.00	0.00	0.00	. 0	0.00	450,000.00	100.0
TOTAL: 1000-7999	950,000.00	0.00	0.00	.0	0.00	950,000.00	100.0
TOTAL EXPENSES (1000 - 7999)	950,000.00	0.00	0.00	. 0	0.00	950,000.00	100.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 69 EMPL LOAD BANKING TRUST FUND

	WORKING EXPENDED/RECEIVED				PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	%	ENCUMBERED	BALANCE	90
8800.00 LOCAL REVENUES	3,200.00	0.00	0.00	0	0.00	3,200.00	100 0
TOTAL: 8000	3,200.00	0.00	0.00	.0	0.00	3,200.00	
7300.00 INTERFUND TRANSFERS	3,200.00	0.00	0.00	.0	0.00	3,200.00	100.0
TOTAL: 7000	3,200.00	0.00	0.00	. 0	0.00	3,200.00	100.0
TOTAL: 1000-7999	3,200.00	0.00	0.00	. 0	0.00	3,200.00	100.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT

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69 EMPL LOAD BANKING TRUST FUND SUMMARY Fund:

	WORKING	EXPENDE	/RECEIVED		PENDED/	UNENCUME	BERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	90	ENCUMBERED	BALANCE	96
		==========					
TOTAL INCOME (8000 - 8999)	3,200.00	0.00	0.00	. 0	0.00	3,200.00	100.0
TOTAL: 1000-5999	0.00	0.00	0.00	. 0	0.00	0.00	.0
TOTAL: 1000-6999	0.00	0.00	0.00	. 0	0.00	0.00	. 0
TOTAL: 1000-7999	3,200.00	0.00	0.00	. 0	0.00	3,200.00	100.0
TOTAL EXPENSES (1000 - 7999)	3,200.00	0.00	0.00	. 0	0.00	3,200.00	100.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 72 CHILD DEVELOPMENT FUND

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	90	ENCUMBERED	BALANCE	90
THE REPORT AND DESCRIPTION							
B100.00 FEDERAL HEA REVENUES	142,220.00	0.00	0.00	. 0	0.00	142,220.00	
B600.00 STATE REVENUES	1,925,781.00	0.00	0.00	. 0	0.00	1,925,781.00	100 00000000000000000000000000000000000
3800.00 LOCAL REVENUES	239,000.00	0.00	0.00	. 0	0.00	239,000.00	
TOTAL: 8000	2,307,001.00	0.00	0.00	. 0	0.00	2,307,001.00	100.
2100.00 CONTRACT CLASSIFED NON-INSTR.	991,886.00	0.00	0.00	. 0	0.00	991,886.00	100.
2300.00 NON-INSTRUCTION HOURLY CLASS.	303,700.00	0.00	0.00	. 0	0.00	303,700.00	100.
TOTAL: 2000	1,295,586.00	0.00	0.00	- 0	0.00	1,295,586.00	
3100.00 CERTIFICATED RETIREMENT	25,047.00	0.00	0.00	. 0	0.00	25,047.00	100.
3200.00 CLASSIFIED RETIREMENT	66,826.00	0.00	0.00	. 0	0.00	66,826.00	
3300.00 OASDHI/FICA	60,406.00	0.00	0.00	. 0	0.00		
						60,406.00	
3400.00 HEALTH AND WELFARE BENEFITS	259,432.00	0.00	0.00	. 0	0.00	259,432.00	
500.00 STATE UNEMPLOYMENT INSURANCE	3,512.00	0.00	0.00	. 0	0.00	3,512.00	
600.00 WORKERS COMPENSATION INSURANCE	33,700.00	0.00	0.00	. 0	0.00	33,700.00	
900.00 OTHER BENEFITS	1,465.00	0.00	0.00	. 0	0.00	1,465.00	
TOTAL: 3000	450,388.00	0.00	0.00	. 0	0.00	450,388.00	100.
1200.00 BOOK, MAGAZINE&PERIOD-DIST.USE	100.00	0.00	0.00	. 0	0.00	100.00	100.
300.00 INSTRUCTIONAL SUPPLIES	24,228.00	0.00	0.00	. 0	0.00	24,228.00	100.
500.00 NONINSTRUCTIONAL SUPPLIES	52,442.00	0.00	0.00	. 0	15,000.00	37,442.00	71
700.00 FOOD SUPPLIES	114,147.00	0.00	0.00	. 0	92,000.00	22,147.00	
TOTAL: 4000	190,917.00	0.00	0.00	. 0	107,000.00	83,917.00	
200.00 TRAVEL & CONFERENCE EXPENSES	1,500.00	0.00	0.00	. 0	0.00	1,500.00	100
6600.00 RENTS, LEASES&REPAIRS-DIST.USE	4,150.00	0.00	0.00	. 0	0.00	4,150.00	
800.00 OTHER OPERATING EXP-DIST. USE	158,408.00	0.00	0.00	. 0	0.00		
						158,408.00	
TOTAL: 5000	164,058.00	0.00	0.00	. 0	0.00	164,058.00	100
TOTAL: 1000-5999	2,100,949.00	0.00	0.00	. 0	107,000.00	1,993,949.00	94
400.00 ADDITIONAL/IMPROVED EQUIPMENT	3,000.00	0.00	0.00	. 0	0.00	3,000.00	100
TOTAL: 6000	3,000.00	0.00	0.00	. 0	0.00	3,000.00	100
TOTAL: 1000-6999	2,103,949.00	0.00	0.00	.0	107,000.00	1,996,949.00	94
900.00 RESERVE FOR CONTINGENCIES	50,000.00	0.00	0.00	. 0	0.00	50,000.00	100
TOTAL: 7000	50,000.00	0.00	0.00	. 0	0.00	50,000.00	100
TOTAL: 1000-7999	2,153,949.00	0.00	0.00	. 0	107,000.00	2,046,949.00	95.

BDX110 BOARD MEETING 8/13/09 72 San Bernardino Community Col 07/01/2009 TO 07/31/2009

### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT

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Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	90	ENCUMBERED	BALANCE	०५०
TOTAL INCOME (8000 - 8999)	2,307,001.00	0.00	0.00	. 0	0.00	2,307,001.00	100.0
MOMPAT. 1000 5000							
TOTAL: 1000-5999	2,100,949.00	0.00	0.00	. 0	107,000.00	1,993,949.00	94.9
TOTAL: 1000-6999	2,103,949.00	0.00	0.00	. 0	107,000.00	1,996,949.00	94.9
TOTAL: 1000-7999	2,153,949.00	0.00	0.00	. 0	107,000.00	2,046,949.00	95.0
TOTAL EXPENSES (1000 - 7999)	2,153,949.00	0.00	0.00	. 0	107,000.00	2,046,949.00	95.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM #J4202 BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

07/22/2009 PAGE 16

Fund: 73 STUDENT BODY CENTER FEE FUND

	WORKING	EXPENDED	/RECEIVED		PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	એ	ENCUMBERED	BALANCE	양
8800.00 LOCAL REVENUES	248,000.00	0.00	0.00	.0	0.00	248,000.00	
TOTAL: 8000	248,000.00	0.00	0.00	. 0	0.00	248,000.00	
2100.00 CONTRACT CLASSIFED NON-INSTR.	86,477.00	0.00	0.00	.0	0.00	86,477.00	100.0
2300.00 NON-INSTRUCTION HOURLY CLASS.	51,100.00	0.00	0.00	.0	0.00	51,100.00	100.0
TOTAL: 2000	137,577.00	0.00	0.00	. 0	0.00	137,577.00	100.0
3200.00 CLASSIFIED RETIREMENT	8,396.00	0.00	0.00	. 0	0.00	8,396.00	100.0
3300.00 OASDHI/FICA	6,796.00	0.00	0.00	. 0	0.00	6,796.00	100.0
3400.00 HEALTH AND WELFARE BENEFITS	18,189.00	0.00	0.00	. 0	0.00	18,189.00	100.0
3500.00 STATE UNEMPLOYMENT INSURANCE	278.00	0.00	0.00	. 0	0.00	278.00	100.0
3600.00 WORKERS COMPENSATION INSURANCE	2,400.00	0.00	0.00	. 0	0.00	2,400.00	100.0
3900.00 OTHER BENEFITS	104.00	0.00	0.00	. 0	0.00	104.00	100.0
TOTAL: 3000	36,163.00	0.00	0.00	. 0	0.00	36,163.00	100.0
4500.00 NONINSTRUCTIONAL SUPPLIES	10,473.00	0.00	0.00	. 0	1,765.93	8,707.07	83.1
TOTAL: 4000	10,473.00	0.00	0.00	. 0	1,765.93	8,707.07	83.1
5100.00 PERSON&CONSULTANT SVC-DIST USE	4,016.00	0.00	0.00	. 0	250.00	3,766.00	93.7
5200.00 TRAVEL & CONFERENCE EXPENSES	1,000.00	0.00	0.00	. 0	0.00	1,000.00	100.0
5600.00 RENTS, LEASES&REPAIRS-DIST.USE	8,623.00	0.00	0.00	. 0	230.00	8,393.00	97.3
5800.00 OTHER OPERATING EXP-DIST. USE	28,789.00	0.00	0.00	. 0	1,808.50	26,980.50	93.7
TOTAL: 5000	42,428.00	0.00	0.00	.0	2,288.50	40,139.50	94.6
TOTAL: 1000-5999	226,641.00	0.00	0.00	. 0	4,054.43	222,586.57	98.2
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	11,109.00	0.00	0.00	. 0	0.00	11,109.00	100.0
TOTAL: 6000	11,109.00	0.00	0.00	. 0	0.00	11,109.00	100.0
TOTAL: 1000-6999	237,750.00	0.00	0.00	.0	4,054.43	233,695.57	98.2
7900.00 RESERVE FOR CONTINGENCIES	110,302.00	0.00	0.00	. 0	0.00	110,302.00	100.0
TOTAL: 7000	110,302.00	0.00	0.00	. 0	0.00	110,302.00	100.0
TOTAL: 1000-7999	348,052.00	0.00	0.00	. 0	4,054.43	343,997.57	98.8

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 73 STUDENT BODY CENTER FEE FUND SUMMARY

WORKING	EXPENDED/RECEIVED			PENDED/	UNENCUMB	ERED
BUDGET	CURRENT	YEAR TO DATE	olo	ENCUMBERED	BALANCE	왕
248,000.00	0.00	0.00	.0	0.00	248,000.00	100.0
226,641.00	0.00	0.00	.0	4,054.43	222,586.57	98.2
237,750.00	0.00	0.00	. 0	4,054.43	233,695.57	98.2
348,052.00	0.00	0.00	. 0	4,054.43	343,997.57	98.8
348,052.00	0.00	0.00	. 0	4,054.43	343,997.57	98.8
	248,000.00 226,641.00 237,750.00 348,052.00	BUDGET CURRENT  248,000.00 0.00  226,641.00 0.00  237,750.00 0.00  348,052.00 0.00	BUDGET CURRENT YEAR TO DATE  248,000.00 0.00 0.00  226,641.00 0.00 0.00  237,750.00 0.00 0.00  348,052.00 0.00 0.00	BUDGET CURRENT YEAR TO DATE %  248,000.00 0.00 0.00 .0  226,641.00 0.00 0.00 .0  237,750.00 0.00 0.00 .0  348,052.00 0.00 0.00 .0	BUDGET CURRENT YEAR TO DATE % ENCUMBERED  248,000.00 0.00 0.00 0.00  226,641.00 0.00 0.00 0.00 4,054.43  237,750.00 0.00 0.00 0.00 4,054.43  348,052.00 0.00 0.00 0.00 4,054.43	BUDGET CURRENT YEAR TO DATE & ENCUMBERED BALANCE  248,000.00 0.00 0.00 0.00 248,000.00  226,641.00 0.00 0.00 0.0 4,054.43 222,586.57  237,750.00 0.00 0.00 0.0 4,054.43 233,695.57  348,052.00 0.00 0.00 0.00 4,054.43 343,997.57

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 74 KVCR FUND

	WORKING		/RECEIVED		PENDED/	UNENCUME	BERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	96	ENCUMBERED	BALANCE	%
8800.00 LOCAL REVENUES	1,260,504.58	397.84	397.84	.0	0.00	1,260,106.74	99.
8900.00 OTHER FINANCING SOURCES	1,719,964.00	0.00	0.00	. 0	0.00	1,719,964.00	
TOTAL: 8000	2,980,468.58	397.84	397.84	. 0	0.00	2,980,070.74	99.
2100.00 CONTRACT CLASSIFED NON-INSTR.	1,441,726.00	0.00	0.00	. 0	0.00	1,441,726.00	100.
2300.00 NON-INSTRUCTION HOURLY CLASS.	25,000.00	0.00	0.00	.0	0.00	25,000.00	
TOTAL: 2000	1,466,726.00	0.00	0.00	. 0	0.00	1,466,726.00	
3200.00 CLASSIFIED RETIREMENT	139,977.00	0.00	0.00	. 0	0.00	139,977.00	100.
3300.00 OASDHI/FICA	111,210.00	0.00	0.00	. 0	0.00	111,210.00	100.
400.00 HEALTH AND WELFARE BENEFITS	191,458.00	0.00	0.00	. 0	0.00	191,458.00	100.
500.00 STATE UNEMPLOYMENT INSURANCE	4,361.00	0.00	0.00	. 0	0.00	4,361.00	
600.00 WORKERS COMPENSATION INSURANCE	27,500.00	0.00	0.00	. 0	0.00	27,500.00	100.
900.00 OTHER BENEFITS	1,196.00	0.00	0.00	. 0	0.00	1,196.00	100.
TOTAL: 3000	475,702.00	0.00	0.00	. 0	0.00	475,702.00	100.
400.00 MEDIA AND SOFTWARE-DISTRCT USE	100.00	0.00	0.00	. 0	0.00	100.00	100.
500.00 NONINSTRUCTIONAL SUPPLIES	7,320.00	0.00	0.00	. 0	0.00	7,320.00	100.
TOTAL: 4000	7,420.00	0.00	0.00	. 0	0.00	7,420.00	100.
100.00 PERSON&CONSULTANT SVC-DIST USE	78,922.28	0.00	0.00	. 0	0.00	78,922.28	100.
200.00 TRAVEL & CONFERENCE EXPENSES	13,697.00	0.00	0.00	. 0	0.00	13,697.00	100.
300.00 POST/DUES/MEMBERSHIPS-DIST.USE	61,797.51	0.00	0.00	.0	4,000.00	57,797.51	93.
400.00 INSURANCES - DISTRICT USE	7,000.00	0.00	0.00	. 0	0.00	7,000.00	100.
500.00 UTILITIES & HOUSEKEEP-DIST.USE	174,642.52	0.00	0.00	. 0	161,120.00	13,522.52	7.
600.00 RENTS, LEASES&REPAIRS-DIST.USE	40,695.00	0.00	0.00	. 0	27,960.50	12,734.50	31.
700.00 LEGAL/ELECTION/AUDIT-DIST. USE	83,713.00	0.00	0.00	. 0	40,000.00	43,713.00	52.
5800.00 OTHER OPERATING EXP-DIST. USE	558,892.72	0.00	0.00	. 0	34,967.70	523,925.02	93.
TOTAL: 5000	1,019,360.03	0.00	0.00	. 0	268,048.20	751,311.83	73.
TOTAL: 1000-5999	2,969,208.03	0.00	0.00	.0	268,048.20	2,701,159.83	90.
5400.00 ADDITIONAL/IMPROVED EQUIPMENT	14,298.00	0.00	0.00	. 0	0.00	14,298.00	100.
TOTAL: 6000	14,298.00	0.00	0.00	. 0	0.00	14,298.00	100.
TOTAL: 1000-6999	2,983,506.03	0.00	0.00	. 0	268,048.20	2,715,457.83	91.

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 74 KVCR FUND

SUMMARY

	WORKING	EXPENDED/RECEIVED			PENDED/	UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	%	ENCUMBERED	BALANCE	ે
TOTAL TAXONS (0000)				=====			=====
TOTAL INCOME (8000 - 8999)	2,980,468.58	397.84	397.84	. 0	0.00	2,980,070.74	99.9
TOTAL: 1000-5999	0.000.000.00						
101AL: 1000-5999	2,969,208.03	0.00	0.00	. 0	268,048.20	2,701,159.83	90.9
TOTAL: 1000-6999	2,983,506.03	0.00	0.00	. 0	268,048.20	2,715,457.83	91.0
TOTAL: 1000-7999	2,983,506.03	0.00	0.00	. 0	268,048.20	2,715,457.83	91.0
TOTAL EXPENSES (1000 - 7999)	2,983,506.03	0.00	0.00	.0	268,048.20	2,715,457.83	91.0

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 78 SELF INSURANCE-LIABILITY&PRO

	WORKING	EXPENDED/RECEIVED		PENDED/		UNENCUMBERED	
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	જ	ENCUMBERED	BALANCE	양
3800.00 LOCAL REVENUES	15,000.00	0.00		======			=====
3900.00 OTHER FINANCING SOURCES			0.00	. 0	0.00	15,000.00	100.0
	550,000.00	0.00	0.00	. 0	0.00	550,000.00	100.0
TOTAL: 8000	565,000.00	0.00	0.00	. 0	0.00	565,000.00	100.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	15,000.00	0.00	0.00	. 0	10,000.00	5,000.00	33.3
5400.00 INSURANCES - DISTRICT USE	510,000.00	434,054.00	434,054.00	85.1	10,887.37	65,058.63	12.7
5800.00 OTHER OPERATING EXP-DIST. USE	10,000.00	0.00	0.00	. 0	0.00	10,000.00	100.0
TOTAL: 5000	535,000.00	434,054.00	434,054.00	81.1	20,887.37	80,058.63	14.9
TOTAL: 1000-5999	535,000.00	434,054.00	434,054.00	81.1	20,887.37	80,058.63	14.9
7900.00 RESERVE FOR CONTINGENCIES	50,000.00	0.00	0.00	. 0	0.00	50,000.00	100.0
TOTAL: 7000	50,000.00	0.00	0.00	. 0	0.00	50,000.00	100.0
TOTAL: 1000-7999	585,000.00	434,054.00	434,054.00	74.1	20,887.37	130,058.63	22.2

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 78 SELF INSURANCE-LIABILITY&PRO SUMMARY

	WORKING	EXPENDED/RECEIVED			PENDED/	UNENCUMBEREI	
UMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	%	ENCUMBERED	BALANCE	8
OTAL INCOME (8000 - 8999)	565,000.00	0.00	0.00	.0	0.00	565,000.00	100.0
TOTAL: 1000-5999	535,000.00	434,054.00	434,054.00	81.1	20,887.37	80,058.63	14.9
TOTAL: 1000-6999	535,000.00	434,054.00	434,054.00	81.1	20,887.37	80,058.63	14.9
TOTAL: 1000-7999	585,000.00	434,054.00	434,054.00	74.1	20,887.37	130,058.63	22.2
OTAL EXPENSES (1000 - 7999)	585,000.00	434,054.00	434,054.00	74.1	20,887.37	130,058.63	22.2

#### SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 84 WORKERS COMPENSATION FUND

	WORKING	EXPENDED/RECEIVED			PENDED/	UNENCUME	===== BERED
SUMMARY BY OBJECT	BUDGET	CURRENT	YEAR TO DATE	90	ENCUMBERED	BALANCE	%
8800.00 LOCAL REVENUES	1,010,000.00	0.00	0.00	.0	0.00	1,010,000.00	100.0
TOTAL: 8000	1,010,000.00	0.00	0.00	. 0	0.00	1,010,000.00	100.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	107,000.00	0.00	0.00	. 0	0.00	107,000.00	100.0
5400.00 INSURANCES - DISTRICT USE	150,000.00	0.00	0.00	. 0	93,897.00	56,103.00	37.4
5800.00 OTHER OPERATING EXP-DIST. USE	1,007,500.00	33,317.58	33,317.58	3.3	88,000.00	886,182.42	87.9
TOTAL: 5000	1,264,500.00	33,317.58	33,317.58	2.6	181,897.00	1,049,285.42	82.9
TOTAL: 1000-5999	1,264,500.00	33,317.58	33,317.58	2.6	181,897.00	1,049,285.42	82.9
7900.00 RESERVE FOR CONTINGENCIES	500,000.00	0.00	0.00	. 0	0.00	500,000.00	100.0
TOTAL: 7000	500,000.00	0.00	0.00	. 0	0.00	500,000.00	100.0
TOTAL: 1000-7999	1,764,500.00	33,317.58	33,317.58	1.8	181,897.00	1,549,285.42	87.8

# SAN BERNARDINO COUNTY SCHOOLS COMPUTER CONSORTIUM #J4202 BUDGET SUMMARY REPORT 07/01/2009 TO 07/31/2009

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Fund: 84 WORKERS COMPENSATION FUND SUMMARY

	================	==========			========		
AVERAGE TO THE RESERVE  WORKING BUDGET	EXPENDED/RECEIVED			PENDED/	UNENCUMBERED		
SUMMARY BY OBJECT		CURRENT	YEAR TO DATE	8	ENCUMBERED	BALANCE	8
		.========:		======		==========	=====
TOTAL INCOME (8000 - 8999)	1,010,000.00	0.00	0.00	. 0	0.00	1,010,000.00	100.0
TOTAL: 1000-5999	1,264,500.00	33,317.58	33,317.58	2.6	181,897.00	1,049,285.42	82.9
TOTAL: 1000-6999	1,264,500.00	33,317.58	33,317.58	2.6	181,897.00	1,049,285.42	82.9
TOTAL: 1000-7999	1,764,500.00	33,317.58	33,317.58	1.8	181,897.00	1,549,285.42	87.8
TOTAL EXPENSES (1000 - 7999)	1,764,500.00	33,317.58	33,317.58	1.8	181,897.00	1,549,285.42	87.8

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice-Chancellor, Fiscal Services

**PREPARED BY:** Bruce Baron, Vice-Chancellor, Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Summary of Purchase Order Report

#### **RECOMMENDATION**

This item is for information only and no action is required.

#### **OVERVIEW**

All Purchase Orders have been issued in accordance with the District's policies and procedures by an authorized officer of the District.

#### **ANALYSIS**

From June 15, 2009 to July 19, 2009, 527 Purchase Orders were issued encumbering a total of \$5,893,015.99 in the following object classifications:

	Object Classification	Amount
4000	Supplies & Materials	\$642,210.46
5000	Operating Expenses & Services	\$4,632,105.77
6000	Capital Outlay	\$595,699.76
7000	Other Outgo	\$23,000.00

A full and complete list of vendors and Purchase Orders are on file in the Purchasing Department.

#### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence

#### FINANCIAL IMPLICATIONS

All Purchase Orders are budgeted as contracted through Board action and by District policies and procedures.

**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

PREPARED BY: Crispina Ongoco, Director of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Quarterly Investment Report

#### **RECOMMENDATION**

This item is for information only and no action is required.

#### **OVERVIEW**

The report is submitted to the Board of Trustees pursuant to Government Code section 53646(b)(1) which states in part: "The treasurer or chief fiscal officer shall render a quarterly report to the chief executive officer, and/or the internal auditor and/or the legislative body of the local agency."

#### **ANALYSIS**

The report does not include funds deposited with the County of San Bernardino. Funds deposited with the county are subject to the County of San Bernardino Treasurer's Statement of Investment Policy and are available for review in the San Bernardino Community College District Fiscal Services Office.

All other funds are managed in accordance with the District Investment Policy. Sufficient funds and projected incomes are available to meet the cash flow and expenditure needs of the District for the next six months.

#### **BOARD IMPERATIVE**

III. Resource management for efficiency, effectiveness, and excellence.

#### **FINANCIAL IMPLICATIONS**

None.

**Attachments** 

# San Bernardino Community College District Quarterly Investments and Deposits Report Quarterly Ending June 30, 2009

INSTITUTION	LOCATION	INTEREST	DUE DATE	AMOUNT	TYPE
 General Fund					
Citizens Business Bank	San Bern.	0.00	n/a	\$234,720.75	Checking
(Clearing Account)					
Citizens Business Bank	San Bern.	0.00	n/a	30,711.75	Checking
(Revolving Cash/Flex Fund)			 Total	\$265,432.50	
Enterprise Funds			Total	Ψ200, 402.00	
Bank of America	Colton	0.00	n/a	\$309,019.12	Checking
(Bookstores)	O D	0.00	/	400 440 04	Ob a abita
Bank of America (Cafeterias)	San Bern.	0.00	n/a	122,146.64	Checking
Arrowhead Trust					
Cowlitz Bank	San Bern.	2.00	7/27/09	99,000.00	CI
(Bookstore)	Gail Boili.	2.00	7727700	00,000.00	0.5
Meridian/Marqbank	San Bern.	1.90	11/16/09	76,000.00	CE
(Bookstore)				•	
lexity Bank <sup>′</sup>	San Bern.	1.51	12/21/09	100,000.00	C
(Bookstore)					
Cowlitz Bank (Bookstore)	San Bern.	2.55	7/6/09	100,000.00	C
(Dookstole)			Total	806,165.76	
nternal Service Funds					
Union Bank	Los Angeles	0.50	n/a	\$93,260.35	Checkin
(Workers Comp - authorized @ \$120,	000 Revolving Ca	sh)			
			Total	\$93,260.35	
Trust Funds					
Citizens Business Bank					
(Financial Aids)	San Bern.	0.00	n/a	(7,328.55)	Checkir
(Cal Grant)	San Bern.	0.10	n/a	2,500.40	Checkii
(NDSL)	San Bern.	0.00	n/:	10,198.15	Checkii
Bank of America	San Bern.	0.00	n/a	91,268.16	Checking
(EOPS Financial Aid)	San Bern. Colton	0.00	n/:	75,809.46	Checkin
(NDSL Account)  Community Bank	Redlands	1.00 0.95	n/a n/a	117,567.42 25,215.37	Checking Checking/M.Marke
(Scholarships)	Rediands	0.93	II/a	23,213.37	Criecking/ivi.iviarke
Wells Fargo	San Bern.	0.00	n/a	141,353.01	Analysis Checkin
(SBVC Clubs & ASB)		3.00	,	.,5.5.	,
Bank of America	Yucaipa	0.00	n/a	31,560.87	Business Checkin
(CHC Clubs & ASB)	•				
nland Valley/South County Bank	Redlands	1.82	n/a	86,978.24	Money Marke
(Scholarship) California Bank	San Bern.	0.03	n/a	133,745.44	Checkin
(SBVC/CHC ASB Stud.Rep.Fee)	Can Dom.	0.00	11/α	100,7 70.77	OHECKIN
Community Bank	Redlands	0.00	n/a	17,046.95	Checkin
(Emergency Loan)				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Downey Savings & Loan	San Bern.	5.12	n/a	80,608.57	Money Marke
(Scholarship)					•
Inland Valley/South County Bank	Redlands	2.02	n/a	45,853.62	Money Marke
(SBVC ASB Money Market)					
Detroit Edison & Lounsbury Trust	Michigan			2,879.59	Investmer
			Total	\$855,256.70	
Fotal Checking, Savings and Investments				\$2,020,115.31	

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**TO:** Board of Trustees

**FROM:** Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**PREPARED BY:** Bruce Baron, Vice Chancellor of Fiscal Services

**DATE:** August 13, 2009

**SUBJECT:** Potential Purchase of San Bernardino City Unified School District Certificates of

Participation

#### **RECOMMENDATION**

This item is for information only and no action is required.

#### **OVERVIEW**

In December 2008, the District issued \$140 million of its G.O. bonds in Certificates of Participation issued by various California school districts and in a tax-exempt cash management fund. A number of the Certificates of Participation will soon be repaid, requiring the District to reinvest the funds. The District has been in discussion with the San Bernardino City Unified School District (Unified District) about the potential purchase of \$50 to \$100 million of the Unified District's "School Facility Bridge Funding Program Certificates of Participation." These Certificates would be repaid by the Unified District with funds from a State apportionment for various school projects. More information is included on the attached information statement.

#### **ANALYSIS**

This represents a standard investment vehicle for the District and meets our requirement to have the G.O. bond proceeds invested. It also provides assistance to our neighboring Unified School District.

#### **BOARD IMPERATIVE**

III. Resource management for efficiency, effectiveness, and excellence.

#### **FINANCIAL IMPLICATIONS**

This investment will generate income (amount to be determined if negotiations continue for this investment) that will be competitive with other investment vehicles and meet the G.O. bond requirements.

Attachment

### Information Regarding Potential Purchase of San Bernardino City Unified School District Certificates of Participation (2009 School Facility Bridge Funding Program)

In December 2008 the San Bernardino Community College District (the "College District") issued \$140 million of its Election of 2008, Series A G.O. Bonds (the "Series A Bonds"). Prior to their expenditure, the Series A Bond proceeds are required to be invested in non-AMT tax-exempt bonds. The Series A Bond proceeds are currently invested in variable rate Certificates of Participation issued by various California school districts and in a tax-exempt cash management fund. All or part of the current investments in school district Certificates of Participation are expected to be repaid in the near future and the College District will, therefore, need to reinvest the Series A Bond proceeds.

The College District has been discussing with the San Bernardino City Unified School District (the "School District") the potential purchase by the College District (from Series A Bond proceeds) of \$50 to \$100 million of the School District's 2009 School Facility Bridge Funding Program Certificates of Participation (the "School District Certificates"). The proceeds of the School District Certificates will provide temporary financing for various State approved projects, including High School #8, Middle College High School, Little Mountain Elementary School, and Wilson II and Lincoln II Elementary Schools, among others.

The School District Certificates would have an interest rate higher than the interest rate currently being earned on investments of the Series A Bond proceeds. Although the stated term of the School District Certificates would be approximately 30 years, the College District would have the option to tender the School District Certificates for repurchase (and the School District would have the option to repay the School District Certificates) after a to-be-agreed upon minimum time period (estimated to be about 30 to 36 months).

The School District has received approximately \$300 million of State apportionments for various school projects. The School District Certificates would be repaid from State reimbursements received in connection with such school projects or from other legally available funds of the School District.

**TO:** Board of Trustees

FROM: Dr. Noelia Vela, Chancellor

**REVIEWED BY:** Dr. Noelia Vela, Chancellor

PREPARED BY: Dr. Debra S. Daniels, SBVC President

Gloria M. Harrison, CHC President

**DATE:** August 13, 2009

**SUBJECT:** Applause Cards

#### **RECOMMENDATION**

This item is for information only and no action is required.

#### **OVERVIEW**

The attached individuals have received special recognition for extending that extra effort in providing quality service and valued assistance:

#### **ANALYSIS**

The Caring Hands Applause Card was developed so that employees, students, visitors and vendors would have the opportunity to recognize someone at SBCCD who provides outstanding quality and service.

#### **BOARD IMPERATIVE**

Institutional Effectiveness

#### **FINANCIAL IMPLICATIONS**

None

# **SBVC**

Marcial Cardenas Grayling Eation Lisa Hepburn-Stroud Kelly Holt Melody Jollie Johnny Kates Rosita Moncada Ben Ouellette

# <u>CHC</u>

Michelle Cole Ericka Paddock Floyd Simpson