

San Bernardino Community College District  
Regular Meeting of the Board of Trustees  
114 S. Del Rosa Drive, San Bernardino, CA 92408  
Thursday, February 11, 2010 – 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: 4
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
  - A. January 14, 2010 (p.1)
  - B. January 21, 2010 (p.10)
8. INSTITUTIONAL PRESENTATION

Accountability Reporting for the Community Colleges (ARCC)  
San Bernardino Valley College and Crafton Hills College

## 9. PUBLIC HEARING

Presentation of Initial Proposal for 2009-2010 Renegotiation Submitted by the SBCCD for Negotiations with the SBCCD CSEA Chapter #291 for Official Receipt and Public Notice/Hearing (p.16)

## 10. 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.

## 11. REPORTS

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

## 12. 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

- 1. Approve Curriculum Modifications – CHC (p.22)

## B. HUMAN RESOURCES

- 1. Consideration of Approval of Classified Employees (p.25)
- 2. Consideration of Acceptance of Classified Resignation (p.27)
- 3. Consideration of Approval of Short-Term, Substitute and Professional Expert Employees (p.28)
- 4. Consideration of Approval of Adjunct and Substitute Academic Employees (p.34)
- 5. Consideration of Approval of Non-Instructional Pay (p.36)
- 6. Consideration of Approval of Academic Resignation (p.37)
- 7. Consideration of Approval of Coaching Stipends (p.38)

8. Consideration of Approval of Management Employee – Director, Grant Development and Management (p.40)
9. Consideration of Approval of Interim Management Appointment – Development and Planning Supervisor – KVCR (p.41)
10. Consideration of Approval of Management Contract Renewals (p.42)
11. Consideration of Approval of Salary Step Advancement for Management Employees (p.44)
12. Consideration of Approval of District Volunteers (p.46)

C. FISCAL SERVICES

1. Consideration of Approval of Routine Contracts and Agreements (p.50)
2. Consideration of Approval of Budget Adjustments (p.68)
3. Consideration of Approval of Conference Attendance (p.89)
4. Consideration of Approval of District/College Expenses (p.91)
5. Consideration of Approval of Individual Memberships (p.96)
6. Consideration of Approval of Revised Authorized Signature List (p.98)
7. Consideration of Approval of Purchasing from Western States Contracting Alliance (p.102)
8. Consideration of Approval of Student Trustees' Privilege to Receive Compensation and to Cast Advisory Vote (p.103)

13. ACTION AGENDA

A. INSTRUCTIONAL/STUDENT SERVICES

B. HUMAN RESOURCES

1. Consideration of Approval of SBCCD Discrimination Complaint Procedures (p.104)

C. FISCAL SERVICES

1. Consideration of Approval of Bond Measure P Construction Change Orders and Contract Amendments (p.122)
2. Consideration of Approval of Agreement for Survey Services with Snipes-Dye Associates (p.144)
3. Consideration of Approval of Agreement for Survey Services with AEI CASC Consulting (p.170)
4. Consideration of Approval of Agreement for Geotechnical Services with Leighton Consulting, Inc. (p.189)
5. Consideration of Approval of Agreement for Geotechnical Services with C.H.J. Incorporated (p.217)
6. Consideration of Approval of Agreement with Steinberg Architects for the Preparation of Final Project Proposals (p.252)

7. Consideration of Approval of Contract with Nexus for Phone System Upgrade (p.267)
8. Consideration of Approval to Reduce Retention to 5% (p.271)
9. Consideration of Approval to Adopt Resolution and Signature Authorization – California Department of Rehabilitation (p.276)
10. Consideration of Approval to Adopt Resolution – California Department of Education (p. 279)
11. Consideration of Approval of 2010-2011 Board Budget Directives (p.283)
12. Consideration of Acceptance of the 2008-2009 Independent Audit Report (p.287)
13. Consideration of Acceptance of the 2008-2009 Proposition 39 Audit Report (p.385)

14. INFORMATION ITEMS

- A. Summary of Bond Measure P Capital Improvement Change Orders and Amendments for Construction Contracts (p.404)
- B. Budget Report (p.422)
- C. Purchase Order Report (p.462)
- D. Quarterly Investment Reports (p.463)
- E. Applause Cards (p.465)

15. 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

- C. KVCR
  - D. CTA
  - E. CSEA
16. ADJOURN – The next regular meeting of the Board of Trustees will be a Regular Meeting on Thursday, March 11, 2010, at 4:00 p.m., in the District Office Board Room.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
114 South Del Rosa Drive, San Bernardino, CA 92408

Minutes of the Regular Meeting of the Board of Trustees  
Thursday, January 14, 2010 - 4:00 p.m. – Assembly Room

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mr. Ramos called the meeting to order at 4:00 p.m.

Members Present:

James C. Ramos, President  
Carleton W. Lockwood, Jr., Vice 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  
Kaylee Hrisoulas, Student Trustee, CHC

Members Absent:

None

Administrators Present:

Bruce Baron, Acting Chancellor  
Dr. Debra Daniels, SBVC President  
Gloria M. Harrison, CHC President  
Larry Cicalone, President, KVCR-TV-FM  
Renee Brunelle, Vice Chancellor Human Resources

Administrators Absent:

None.

Pledge of Allegiance

Dr. Terrell led the 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  
EXISTING LITIGATION  
Government Code 54956.9(a)  
Case #125321
- C. CONFERENCE WITH LEGAL COUNSEL  
ANTICIPATED LITIGATION  
Government Code 54956.9(b)  
Number of Potential Cases: 4
- D. PUBLIC EMPLOYEE APPOINTMENT – ACTING CHANCELLOR  
(Government Code Section 54957)

3. PUBLIC COMMENT ON AGENDA ITEMS

None.

4. CONVENE CLOSED SESSION

The Board convened to closed session at 4:05 p.m.

5. RECONVENE PUBLIC MEETING

Mr. Ramos reconvened the public meeting at 5:05 p.m.

6. REPORT OF ACTION IN CLOSED SESSION

None.

7. APPROVAL OF MINUTES

Mr. Futch moved, Mr. Lockwood seconded, and the Board members voted as follows to approve the minutes of December 10, 2009:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None

ABSENT: None

Mr. Lockwood moved, Mr. Longville seconded, and the Board members voted as follows to approve the minutes of December 14, 2009:

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

NOES: None

ABSTENTIONS: Buckner (advisory), Hrisoulas (advisory)

ABSENT: None

Dr. Singer moved, Mr. Longville seconded, and the Board members voted as follows to approve the minutes of December 22, 2009:

AYES: Futch, Longville, Ramos, Singer, Vizcaino

NOES: None

ABSTENTIONS: Lockwood, Terrell, Buckner (advisory), Hrisoulas (advisory)

ABSENT: None

8. PUBLIC PRESENTATION

The annual Citizens' Bond Oversight Committee Report to the Community was presented by Ronald Coats, the chair of the CBOC. On behalf of the Committee, Mr. Coats expressed that the District was doing a very good job in managing the Measure "P" bond projects. Funds are being spent appropriately and the budget has been below the original cost projections.

9. PUBLIC HEARING

This item was deleted from the agenda.

10. PUBLIC COMMENT

None.



11. NOMINIATIONS TO THE 2010 CCCT BOARD

Mr. Futch moved, Dr. Terrell seconded, and the Board members voted as follows to nominate Trustee Singer to the 2010 CCCT Board:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None

ABSENT: None

12. REPORTS

A. Board Members

- Dr. Singer attended the recent meeting of the Board of Governors where two items were discussed: 1) Assembly member Warren Furutani introduced AB 37 in 2009 which conferred honorary degrees to Japanese Americans who were incarcerated during World War II and consequently unable to continue and complete their postsecondary education studies. Dr. Singer hoped that Dr. Daniels could locate descendents of the 34 students who were forced out of San Bernardino Valley College and invite them to attend the next commencement. 2) SBVC was one of ten community colleges receiving a \$100,000 grant from Southern California Edison to launch the "Green Jobs Education Initiative."
- Dr. Terrell complimented the college presidents on their reports and suggested that KVCR use a similar format.
- Mr. Vizcaino thanked Dr. Daniels for making the SBVC facilities available for use by the Inland Empire Pride, a youth wrestling club. The necessary insurance and waivers were secured so the district would not be placed in jeopardy.
- Mr. Futch announced Dottie Bryant at the County Superintendent of Schools Office is looking for volunteers to judge the annual Academic Decathlon on February 6.
- Mr. Futch announced Mr. Ramos recently received an honorary doctorate from Northern Arizona University. The trustees joined in congratulating Mr. Ramos.

B. Student Trustees

- Kaylee Hrisoulas said sales from the "Go Green" t-shirts will be used to fund recycling bins. Students are planning to attend the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex Alliance conference in February.
- Jason Buckner reported AS member James Masoner passed away last week. Mr. Masoner was instrumental in lobbying efforts, and he will be missed by everyone. Mr. Buckner asked President Ramos if the meeting could be adjourned in his memory.

C. Chancellor

- Mr. Baron welcomed everyone to the first Board meeting of the New Year and thanked the trustees for the opportunity to provide leadership and direction to the district during a very challenging time. He also thanked members of the Chancellor's Cabinet and the classified and faculty leadership for their warm welcome and support.
- Enrollment is up over last year. We have over 1,600 students that the state is not funding. We should be proud that our faculty is assuming larger classes and that we are serving our community.
- A budget workshop will be held on Thursday, January 21.

13. CONSENT AGENDA

Dr. Terrell moved, Dr. Singer seconded, and the Board members voted as follows to approve the Consent Agenda:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)  
NOES: None  
ABSTENTIONS: None  
ABSENT: None

14. ACTION AGENDA

**Accept Classified Retirement**

Mr. Futch moved, Mr. Longville seconded, and the Board members voted as follows to accept the classified retirement of Arsenio Juarez, Lead Grounds Caretaker, SBVC, effective December 31, 2009:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)  
NOES: None  
ABSTENTIONS: None  
ABSENT: None

**Approve for Second Reading the SBCCD Discrimination Complaint Procedures**

Mr. Lockwood moved, Mr. Futch seconded, and the Board members voted as follows to approve for second reading the SBCCD Discrimination Complaint Procedures:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)  
NOES: None  
ABSTENTIONS: None  
ABSENT: None

**Approve Bond Measure P Construction Change Orders and Contract Amendments**

Mr. Lockwood moved, Mr. Futch seconded, and the Board members voted as follows to approve the following 15 change orders (CO) and 3 contract amendments (CA) for the Bond Measure P Capital Improvement Program construction contracts at CHC and SBVC:

CHC – Community Recreation Facility

Nuway, Inc., CO-02, in the amount of 11,909.00  
Anderson Charnesky Structural Steel, CO-01, in the amount of \$20,268.00  
Bell Roof Company, CO-01, in the amount of \$8,186.00

CHC – Infrastructure 2, 3, & 4

RIS Electrical Contractors, Inc., CA-01, in the amount of \$53,731.00  
Tidwell Concrete Construction, Inc., CO-01, in the amount of 12,008.00

SBVC – Media/Communications

RC Construction, CO-04, in the amount of \$6,547.00  
Roy E. Whitehead, CO-02, in the amount of \$2,694.00  
Sierra Lathing, CO-02, in the amount of \$7,731.00  
Pro Tech Mechanical, CO-02, in the amount of \$12,230.00  
West Tech Mechanical, CO-03, in the amount of \$8,225.00  
Daniel's Electric, CO-06, in the amount of \$6,577.00

SBVC – North Hall

Caston Plastering, CO-02, in the amount of (\$4,507.00)  
Inland Building Co., CO-03, in the amount of \$1,269.00

SBVC- Chemistry/Physical Science

Couts Heating & Cooling, Inc., CA-01, in the amount of \$11,979.00  
Couts Heating & Cooling, Inc., CO-02, in the amount of \$76,869.00  
RDM Electric Co., CA-02, in the amount of \$17,012.00  
RDM Electric Co., CO-02, in the amount of \$15,203.00

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None

ABSENT: None

**Approve Reduction of Retention to 5%**

Mr. Futch moved, Mr. Longville seconded, and the Board members voted as follows to approve the reduction of retention from 10% to 5% for the Fischer, Inc. Infrastructure 2/3/4 contract, CHC:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None

ABSENT: Ramos

**Approve 2010-2011 Budget Calendar**

Dr. Terrell moved, Mr. Futch seconded, and the Board members voted as follows to approve the 2010-2011 Budget Calendar:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None

ABSENT: None

**Approve Interfund Borrowing**

Mr. Futch moved, Dr. Singer seconded, and the Board members voted as follows to approve and authorize temporary interfund borrowing between the Capital Outlay Fund and the Revenue Bond Construction Fund to meet cash flow needs in the fiscal year 2009-2010:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None

ABSENT: None

**Approve Board Investment Policy 6320**

Mr. Lockwood moved, Mr. Futch seconded, and the Board members voted as follows to approve the Board Investment Policy 6320:

AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)

NOES: None

ABSTENTIONS: None

ABSENT: None

**Approve Supplemental Employee Retirement Plan**

Dr. Singer moved, Mr. Longville seconded, and the Board members voted as follows to approve the Supplemental Employee Retirement Plan effective July 1, 2010:

- AYES: Futch, Lockwood, Longville, Ramos, Singer, Terrell, Vizcaino  
Buckner (advisory), Hrisoulas (advisory)  
NOES: None  
ABSTENTIONS: None  
ABSENT: None

Mr. Baron stated the incentive is equivalent to 100% of an employee's salary, and approximately 170 district employees are currently eligible for this SERP. Given the current fiscal situation, this is a win-win for the District and the employees. The SERP is a positive incentive for the employees and will provide the district an opportunity to do some reorganizing while still saving money.

Dr. Singer thanked the administration for providing the Keenan summary.

15. INFORMATION ITEMS

- A. Summary of Bond Measure P Capital Improvement Program Change Orders and Amendments for Construction Projects
- B. Budget Report
- C. Purchase Order Report
- D. Applause Cards

16. STAFF REPORTS

- A. CHC President
  - A written report was submitted to the Board.
- B. CHC Academic Senate
  - No report.
- C. CHC Classified Senate
  - No report.
- D. CHC ASB
  - Everyone was invited to attend "Crafton's Got Talent" on January 31. Special events are planned during February to celebrate Black History Month.

E. SBVC President

- A written report was submitted to the Board.

Dr. Terrell said that we will have to face the reality about serving additional students and some tough decisions will need to be made soon. He added that it is okay to draw the line on student enrollment.

Dr. Daniels said there will be a point that we will not be able to take any more students because classrooms have restrictions on occupancy. Mrs. Harrison said CHC is turning away students because they can't get the classes they want. Core and transfer classes are filling rapidly. The faculty cannot sustain over-crowding in their classrooms.

Bruce said this will be part of the budget discussion next week.

F. SBVC Academic Senate

- No report.

G. SBVC Classified Senate

- No report.

H. SBVC ASB

- No report.

I. KVCR

- A written report was submitted to the Board.

J. CTA

- No report.

K. CSEA

- Mr. Napolitano welcomed Acting Chancellor Bruce Baron and stated that CSEA is looking forward to working with Mr. Baron.

17. ADJOURN

Mr. Ramos adjourned the meeting at 6:15 p.m. in the memory of James Masoner.

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

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, January, January 21, 2010 – 4:00 p.m. – Assembly Room

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mr. Ramos called the meeting to order at 4:10 p.m.

Members Present:

James C. Ramos, President  
Carleton W. Lockwood, Jr., Vice President  
Dr. Donald L. Singer, Clerk  
John M. Futch  
John Longville  
Dr. Charles S. Terrell, Jr.  
Jess C. Vizcaino, Jr.

Members Absent:

Kaylee Hrisoulas, Student Trustee, CHC  
Jason Buckner, Student Trustee, SBVC

Administrators Present:

Bruce Baron, Acting Chancellor  
Dr. Debra Daniels, President, SBVC  
Gloria M. Harrison, President, CHC  
Larry Cicalone, President, KVCR  
Renee Brunelle, Vice Chancellor Human Resources

Administrators Absent:

None

Pledge of Allegiance

Dr. Singer led the Pledge of Allegiance.

2. ANNOUNCEMENT OF CLOSED SESSION ITEMS

CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

Agency Negotiators: Renee Brunelle and Bruce Baron

CTA

CSEA

Management/Supervisors

Confidentials

CONFERENCE WITH LEGAL COUNSEL

ANTICIPATED LITIGATION

Government Code 54956.9(b)

Number of Potential Cases: 2

3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

None.

4. CONVENE CLOSED SESSION

The Board convened to closed session at 4:12 p.m.

5. RECONVENE PUBLIC MEETING

Mr. Ramos reconvened the public meeting at 5:00 p.m.

6. REPORT OF ACTION IN CLOSED SESSION

None.

7. STUDY SESSION

Mr. Baron presented the following budget information:

**Information and Discussion about the District Budget**

The quick snapshots of the last four years of the budget indicated the following:

- We had huge transfers to other funds. The amounts of the transfers fluctuated from year to year.
- Most of our funding comes from the state and very little money comes from the federal government in the unrestricted accounts.
- Local income comes from property taxes and student fees primarily.



- The rising cost of employee benefits is another issue we are dealing with.
- We received \$600,000 from the state because SBVC reached 10,000 FTES in 2008-2009.
- 2008-2009 was the last year we had growth funding for new students.
- Capital outlay money has dropped dramatically as the budget has decreased.
- Because of the large amount of additional state revenue in 2008-2009, we had a surplus in the budget that was put in the fund balance.

### **2009-2010 District Budget**

In 2009-2010, the state budget cuts really hit us hard. We lost about \$3 million in state revenue. Benefit costs escalated, and we have been dealing with almost a \$3.8 million budget shortfall this year. We balanced this budget deficit by abolishing positions, freezing hiring, eliminating first summer session, and other items for a total of \$3.8 million. We also took equipment money from the general fund and transferred it to the capital asset fund. We still need to identify approximately \$62,000. Currently in the unrestricted general fund there is a fund balance of \$17 million. The state mandates 5% and the state-wide average is about 13.4%, which equates to about \$10 million for SBCCD. These funds are for emergency use, and Mr. Baron said he would not recommend we allow our emergency fund to drop below the statewide average of 13.4% because we would experience significant cash flow problems due to the state deferrals in paying our apportionment. The District is paid by the number of students. FTES are made up from full-time and part-time students. We are projecting 15,751 FTES, and the state will only fund 13,780 students. We are funding 1,971 FTES from our own funds, the cost of which is about \$9 million. Mr. Baron stated we want to be there for the community even with our budget cuts. He said we basically have the same number of sections as we had 5 years ago, but the FTES per class section has increased over the last few years at both colleges. Weekly student contact hours (WSCH) per faculty member is 540 – the goal is 525. We are currently serving 25% more students today than five years ago with 14% less funding by the state. We are serving more students by increasing the average class size.

### **State Budget Update and Its Impact on the District**

There is a state budget shortfall of almost \$20 million over 2009-2010 and 2010-2011. The governor made a commitment to education this year, which means that no mid-year cuts will be recommended. For next year, the governor suggested a growth in enrollment of 2.2% which means about 300 FTES for this district and about \$1.3 million in funding. This district receives \$4,500 per FTES. Our tax base is getting smaller due to the property tax shortfall. There will be no increase in categorical funding, and the available flexibility may or may not help us. Further deferrals in getting our cash are an issue. A state reduction of \$10 million in EOP&S funds equates to about a \$124,000 loss for this district, and the state reduction of \$10 million in part-time faculty allocation amounts to a cut of

about \$119,000 for this district. The governor is also recommending no fee increase for students and also the suspension of CalGrants.

### **Assumptions for 2010-2011**

Chancellor's Cabinet has discussed setting an FTES target at 14,300. If we get the \$1.3 million for the extra 300 funding FTES, then our funding level will be about 14,000. The state will not fund any students over 14,000. It is important that we keep SBVC above 10,000 students. It is also important we be fair and equitable to be sure CHC is serving its communities, also. It is important that we get more funding into the instructional budget to be sure we can fund the appropriate number of students.

### **Where We Are Going**

Mr. Baron said he will recommend the savings this year continue next year. If we get the 2.2% growth funds, those funds could be used to offset some additional reductions anticipated in the governor's budget. We have to offset the COLA that was taken away from us and the EOP&S reduction and the part-time faculty reduction if we get the growth money. Mr. Baron also recommended that we give the colleges back 100% of their non-salary funding so they can continue to serve students by providing instructional materials and supplies. His recommendation is that part of the savings from the current SERP be used to continue to fund the categorical programs. This year the district committed \$800,000 of general funds to keep the categorical programs in tact. The funding necessary to do the same thing in 2010-2011 is \$1.1 million due to the loss of \$300,000 in one-time federal backfill funding. Savings from the SERP is projected at \$2.4 million, and \$1.1 million will be used to support the categorical programs at this year's level next year.

Another consideration is the continual rise in costs for employee benefits. The Acting Chancellor is projecting we will need another \$300,000 for benefits. The district is also planning to fund step and column increases in the amount of \$550,000. There are some short-term needs for increased energy costs of about \$150,000. In the long-term our new Measure M projects will all be highly energy efficient and LEED certified. We will realize significant energy savings when those projects are completed.

Mr. Baron reported the district spent \$70 per FTES for supplies in 2008-2009, which is a very low cost. Costs are rising, and we have an increase in students. If the SERP is successful, he said he would like to recommend that another \$100,000 be put toward instructional materials at the colleges. We also need to establish \$200,000 to integrate planning and budgeting by funding high priority Program Review recommendations. Mr. Baron plans to recommend we set up a program review priority fund so people are motivated to plan and evaluate. This plan rests on us having a successful SERP which means we have to manage the SERP carefully. This plan is based on a full implementation of the SERP.

### **Other Issues**

- We have to maintain the 50% law.
- We need to respect the full-time to part-time faculty balance.
- We need to honor bargaining agreements.
- We need to continue to think how we can increase our services to the community with noncredit and workforce development programs.
- We need to build on partnerships.
- We need to complete our work on accreditation.
- We are working on a new budget allocation model and working on a multi-year budget strategy.

### **Summary**

If the final budget is no worse than the governor's recommended budget, if the SERP yields results as planned and we can use those savings and roll them over to 2010, then we can avoid layoffs, maintain services, restore supply budgets, fund our contractual step and column increases, and keep up with rising utility costs.

We will know by March 9 how many people are taking the SERP. The Board will receive another update at that time. Mr. Baron recommended that we do not send March 15 notices this year and that we use reserve funds for the first year and then take time to thoughtfully plan for 2010-2011. If the economy does not turn around and the budget does not receive support from the state, we will have no choice but to do layoffs.

Dr. Singer thanked Mr. Baron for his thoughtful and comprehensive presentation and also applauded the presidents and their faculty and staff. He stated that the idea of productivity is very important where we can increase revenue without increasing costs and providing a program review priority fund is an excellent idea.

Mr. Vizcaino commented that since we are serving more students with less funding that people might argue that we could have done it before but never did. He added that we have been under funded for quite some time, and we have become more efficient by necessity and excelling in increased efficiency.

Mr. Longville stated it makes a difference when a class is carrying more students as opposed to a smaller group of students. The quality of education is not as good, there is not as much personal attention because individual time is limited, and it forces some compromises. That is one of the reasons why we are able to serve more students with less money. It does diminish the class somewhat. We have dropped some sections and classes which were nice things to have, and we are carrying more of those that we absolutely have to have.

Dr. Terrell stressed that we need to be careful how efficient and thrifty we are today because we don't want to give the impression that there is more money to take.

Mr. Lockwood said he appreciated Mr. Baron's presentation, but he is still concerned about the next couple of years and how the SERP is going to help us. Mr. Baron explained the SERP savings is a permanent savings and will increase after the fifth year when the payment to the retirees is completed, and we can do permanent budget adjustments with that savings. The Acting Chancellor emphasized we will keep working on our plans. The truth of the matter is we have a reserve fund, and we have a general fund budget. If the budget gets really bad and if the SERP does not materialize, we can look at a combination of things to solve the problem.

Mr. Futch said other colleges are beginning to prepare for the future influx of veterans and thought we should also have a plan for that. Mr. Baron said our plan is Measure M, and we need to go "full steam" ahead and get our new resources and facilities moving.

Dr. Terrell suggested the college presidents begin to identify "our absolute core curriculum, with the understanding that we not be above what we are funded for which means less faculty, less supplies, less equipment and will significantly reduce what the community college are known for." He added that there are some programs that cost less than others.

Dr. Singer agreed with Dr. Terrell except to say that nursing, for example, is a very important program and it is important to the students and the community. "I would hope we want to keep that recognizing that is one of the most costly programs we have."

Mr. Ramos congratulated Mr. Baron on a fine presentation. He stated that even with a build-up of reserves, we can't afford to keep "eating" at the reserves to solve problems.

Mr. Baron concluded the presentation by saying he appreciated the trustees' input and comments.

8. ADJOURN

Mr. Ramos adjourned the meeting at 6:00 p.m.

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Donald L. Singer, Clerk  
San Bernardino Community College District

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Acting Chancellor

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

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

DATE: February 11, 2010

SUBJECT: **Presentation of the San Bernardino Community College District's Initial Proposal to the San Bernardino Community College District CSEA Chapter #291 for Negotiation of the SBCCD CSEA District Collective Bargaining Agreement for the Period July 1, 2009 through June 30, 2010, Submitted for Official Receipt and Public Hearing**

RECOMMENDATION

It is recommended that:

1. The attached initial proposal from the District for negotiation of the SBCCD CSEA Chapter #291 – District Collective Bargaining Agreement for the period July 1, 2009 through June 30, 2010 be acknowledged for official receipt by the District, and presented for public hearing pursuant to the provisions of State Government Code 3547.
2. The President of the Board of Trustees open the hearing for public comments, and following any comments from the public, the President of the Board of Trustees shall close the hearing.

OVERVIEW

The District has submitted an initial proposal for negotiations with the San Bernardino Community College District CSEA Chapter #291, pursuant to the provisions of the existing SBCCD CSEA Chapter #291. The current bargaining agreement expires on June 30, 2010.

ANALYSIS

The existing SBCCD CSEA Chapter #291 – District Collective Bargaining Agreement remains in full force and effect through June 30, 2010, and thereafter shall continue in effect for the 2010-2011 academic year unless one of the parties submits a proposal for negotiation of a successor Agreement pursuant to the provisions of Article 24 of the Agreement. Attached is the District's initial proposal for negotiation of the successor SBCCD CSEA Chapter #291 – District Collective Bargaining Agreement for the period July 1, 2009 through June 30, 2010.

## BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

## FINANCIAL IMPLICATIONS

Financial implications are contingent upon the results of negotiations.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
INITIAL PROPOSAL  
2009-2010 CONTRACT NEGOTIATIONS**

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The current collective bargaining agreement between the San Bernardino Community College District and the California Schools Employees Association – CSEA, Chapter 291 will expire on June 30, 2010. The District is committed to bargaining in good faith and to enable employees to better serve the greater learning community of the San Bernardino Community College District. In light of the current fiscal crisis in the state of California, the San Bernardino Community College District proposes to negotiate with respect to the following articles and appendices:

**PREAMBLE**

Modify date to reflect date of final ratification by both parties.

**ARTICLE 4: DUES AND ORGANIZATION SECURITY**

- 4.1 - Add language to the provision in accordance with Government Code 3546 requiring the District to deduct an agency fee for all employees who have not joined the Association.

**ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS**

- 5.2.4 - Modify existing language to reflect Education Code 88210 statutes.
- 5.2.7 - Add existing language for the District to provide board agendas on the District website.
- 5.2.8 & 5.2.9 - Modify existing language regarding release time for grievance and negotiations to more specifically define these processes and when release time is appropriate.

**ARTICLE 6: HOURS OF WORK AND OVERTIME**

- 6.1 - Modify existing language to clarify the definition of workweek/workday and alternate work week and the District's right to modify the work schedule, with advance notification, to meet business needs.
- 6.1.1. – 6.1.1.5 Remove language.
- 6.1.1.6 – Move to 6.5 with more specific language.
- 6.1.1.7 – Moved to 6.6 with the addition of overtime when on a 4/10 schedule.
- 6.6.3 - Add language for prior approval of overtime.
- 6.8.4 - Remove Article.

**ARTICLE 7: PAY AND ALLOWANCES**

- 7.1 - Negotiate the Classified Salary Schedule and rate of pay.
- 7.2.1 through 7.2.6 - Add language to clarify definition of shift differentials and corresponding pay.

- 7.3.1 - Modify language regarding the bilingual stipend and how stipends are identified and assigned to unit members.
- 7.3.1.1 through 7.3.1.4 - Remove from the Agreement.
- 7.6.2 - Add language to add time limitations to underpayment or overpayment of claims.
- 7.8 - Modify language to include pre-authorization of employees use of vehicles for District business.
- 7.11 - Modify language in accordance with Education Code 88010 to clarify "working out of class" regulations.

#### **ARTICLE 8: EMPLOYEE EXPENSES AND MATERIALS**

- 8.1 - Modify language in accordance with Education Code 88037 requiring employees to wear uniforms and the conditions of uniform provision.

#### **ARTICLE 9: LAYOFF AND REEMPLOYMENT**

- 9.4 - Modify language regarding transfer to vacant position to reflect that the vacant position should be the same or lower classification.
- 9.11 - Modify language to reflect a complete agreement between both parties.

#### **ARTICLE 10: HEALTH & WELFARE BENEFITS**

- 10.1 - Modify language to more clearly explain health and welfare benefits.
- 10.2 - Modify language and negotiate the maximum annual employer contribution per eligible employee.
- 10.3 - Add language from section 10.2 regarding the Health & Welfare Committee.

#### **ARTICLE 11: LONG SERVICE RECOGNITION**

- 11.1 - Remove language regarding the update of rate in 1997 and modify the format of the years of service column.

#### **ARTICLE 12: HOLIDAYS**

- 12.1 - Remove specific dates of holidays for each year and clarify payment of holidays worked.
- 12.5 - Modify language with Education Code 88203. No substantive change.

#### **ARTICLE 13: EVALUATION PROCEDURE**

- 13.2 - Modify language to change the probationary period to the 3<sup>rd</sup>, 6<sup>th</sup> and 9<sup>th</sup> month of probationary employment and that the probationary period for an employee in a new classification shall be one year.
- 13.3 - Modify language to change the evaluation procedure during the probationary period.



## **ARTICLE 14: LEAVES**

- 14.1 – Add introductory language.
- 14.1 through 14.12 – Renumber the article/sections.
- 14.2 - Add “registered domestic partner” under definition of immediate family.
- 14.4.13 – Modify language to require notification of absence to immediate supervisor or designee.
- 14.5.4 - Modify language to require unit members to provide District with a medical status report when it is requested.
- 14.5.6 - Modify language to require unit members to submit a medical status report when absent for five or more consecutive work days due to illness.
- 14.5.9 – Remove language that is out of compliance with PERS conversion guidelines.
- 14.5.13 - Modify language regarding notification of absence to immediate supervisor or designee.
- 14.5.14 - Modify language to clarify requirement of written verification of absences.
- 14.5.15 – Modify sick leave status report to bi-annual.
- 14.7 - Modify title of the article to read "personal necessity leave" and add domestic partners to article.

## **ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, CLOSED PROMOTIONS**

- 15.1 - Modify language in compliance with Title 5 section 53021 prohibiting "closed" transfers.
- 15.1.4 - Remove "closed promotional".
- 15.3.3 - Remove language because postings already include period allowing voluntary transfer or demotion.
- 15.3.4 – Remove because mutual transfers do not occur.
- 15.3.6 - Modify language regarding length of service in accordance with Education Code 88127.
- 15.4 - Remove from the Agreement.
- 15.6 - Modify language to increase the period of time in which substitutes can be employed to fill a vacancy.

## **ARTICLE 16: PERSONNEL**

- 16.1 and 16.1.2 – Combine language and change "working days to "calendar days".
- 16.2 - Modify language to clarify that employee is given notice of derogatory information prior to being placed in personnel file.
- 16.3.1 - Add language to set a deadline for submission of requests.
- 16.3.1.1 - Add language to set a maximum frequency of requests.
- 16.3.3.2 – Reclassification start date will be July 1.
- 16.3.5 and 16.3.6 – Language incorporated into process in 16.3.1.

## **ARTICLE 17: DISCIPLINE (New Article)**

The District proposes new language regarding the discipline process for unit members.

## **ARTICLE 19: VACATIONS**

- 19.1.3 - Establish maximum number of hours for vacation accumulation and remove use by date.
- 19.6 and 19.10.2 – Remove because accrued benefits cannot be forced.

## **ARTICLE 20: HEALTH SERVICE, CONTINUATION AFTER RETIREMENT**

- 20.1 - Add language to include eligibility rules.
- 20.2 and 20.3 - Renumber and switch Service Retirement to come before Disability Retirement.
- 20.2 - Modify title to “Early Service Retirement”
- 20.3 - Add language to include providing proof of disability retirement with CalPERS.

## **ARTICLE 22: EFFECT OF THE AGREEMENT**

- 22.2 through 22.4 - Add language to clarify the effect of the agreement.

## **ARTICLE 23: SAFETY**

Section 23.2 – Add the following language:

Safety Committee: The District shall allow for bargaining unit members to serve on assigned safety committees representing their site or campus for the purpose of investigating, developing and promulgating safety programs which significantly affect unit members.

## **ARTICLE 24: TERM OF AGREEMENT AND LIMITED RE-OPENERS**

The District proposes to modify, add and/or remove existing language in the following sections of the current collective bargaining agreement:

- 24.1 - Modify language to reflect the term of the agreement.
- 24.2 - Modify language to reflect the timeline for negotiating re-openers.

## **APPENDICES**

The District proposes to modify, add or remove existing language in the following sections of the current collective bargaining agreement:

- A – The Appropriate Unit
- C – Classified Salary Schedule
- D – Enrollment Fee Reimbursement Forms
- E – Reclassification Forms
- F – Grievance Forms
- G – MOUs
- H – Goals
- I – Scribe’s Waiver

The District reserves the right to modify its proposals during the negotiation process.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Gloria Macias Harrison, President, CHC  
PREPARED BY: Cheryl A. Marshall, Vice President of Instruction, CHC  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Curriculum Modifications

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Curriculum Modifications.

OVERVIEW

The courses, certificates and degrees at CHC are continually being revised and updated to reflect and meet student needs.

ANALYSIS

These courses, certificates and degrees have been approved by the Curriculum Committee of the Academic Senate.

BOARD IMPERATIVE

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

FINANCIAL IMPLICATIONS

None.

**CRAFTON HILLS COLLEGE**  
**SUBMITTED FOR BOARD OF TRUSTEES APPROVAL**  
**February 11, 2010**

**NEW COURSES**

**DIVISION:** Public Safety and Services  
**DEPARTMENT:** Fire Technology  
**COURSE ID:** FIRET 031  
**COURSE TITLE:** Training Instructor 1B  
**UNITS:** 2.5  
**LECTURE:** 2.5 contact hours per week  
40-45 contact hours per semester  
**PREREQUISITE:** FIRET 030  
**COREQUISITE:** None

**DEPARTMENTAL RECOMMENDATION:** ENGL 015 with a minimum grade of C or better

**CATALOG DESCRIPTION:** Methods and techniques for training in accordance with the latest concepts in career education; selecting, adapting, organizing, and using instructional materials appropriate for teaching psychomotor lessons; criteria and methods to evaluate teaching and learning efficiency; and an opportunity to apply major principles of learning through teaching demonstration. Student instructor teaching demonstrations required.

**SCHEDULE DESCRIPTION:** Methods and techniques for training in accordance with the latest concepts in career education; selecting, adapting, organizing, and using instructional materials appropriate for teaching psychomotor lessons.

**Effective: SP10**

**Rationale:** The California State Fire Training Office in Sacramento is requiring the update of Level 1 Fire Instructor Curriculum. FIRET 031 is one of three courses required to obtain the California Fire Officer Training Certificate. The courses will replace FIRET 080 Fire Instructor 1A and FIRET 081 Fire Instructor 1B.

**MODIFIED COURSES**

<b>COURSE ID</b>	<b>COURSE TITLE</b>
<b>ASL 103</b>	American Sign Language III

**Effective: FA10**

**Rationale:** Course content updated to meet UC requirements.

<b>COURSE ID</b>	<b>COURSE TITLE</b>
<b>FIRET 087</b>	Fire Investigation 1A

**Effective: FA10**

**Rationale:** Course content updated to meet California State Training Office requirements.

**DELETED COURSES**

<b>COURSE ID</b>	<b>COURSE TITLE</b>
<b>AH 050</b>	Introduction to Health Occupations
<b>AH 119C-ZX3</b>	Selected Topics in Allied Health
<b>INTDIS 135</b>	Peer Education: Wellness in Action
<b>MUSIC 105X2</b>	Musicianship
<b>THART 231X4</b>	Jazz Dance II

**Effective Date: FA10**

**Rationale:** Courses are no longer being offered.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Interim Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Classified Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the employment of Stephanie Carlson, Child Development Teacher, CHC and Alisa Holtegaard, Child Development Teacher, CHC effective February 16, 2010.

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.

**CARLSON, STEPHANIE**, Child Development Teacher, CHC, part-time, 200 days position, Child Development Salary Schedule, Range 1, Step A, \$1,243.08 per month effective February 16, 2010. New Position.

**HOLTEGAARD, ALISA**, Child Development Teacher, CHC, part-time, 200 days position, Child Development Salary Schedule, Range 1, Step A, \$1,243.08 per month effective February 16, 2010. New Position.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Interim Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
SUBJECT: Consideration of Acceptance of Classified Resignation

RECOMMENDATION

It is recommended that the Board of Trustees accept the resignation of Cassandra Roberson, Secretary II, Publications, District, effective January 30, 2010.

OVERVIEW

Cassandra Roberson has submitted a letter of resignation from employment effective January 30, 2010, after five years of service to the District.

ANALYSIS

The Human Resources Department has provided Ms. Roberson acceptance of her resignation from employment.

BOARD IMPERATIVE

None.

FINANCIAL IMPLICATIONS

No financial impact.



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
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.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT****Short-Term Hourly Employees****February 11, 2010**

<b>Name</b>	<b>Department</b>	<b>Site</b>	<b>Duties</b>	<b>Start Date</b>	<b>End Date</b>	<b>Hourly Rate</b>
Moroyoqui-Balmaceda, Alfonso	Science	SBVC	Project Assistant III	2/12/10	6/20/10	\$13.00

**Amend January 14, 2010 Board Agenda to show the location as Crafton Hills College for the employees listed below.**

Earl, Keith	Technology & Learning Resources	CHC	Tutor II	1/19/10	5/19/10	\$11.00
Kirkely, Amanda	Technology & Learning Resources	CHC	Tutor II	1/19/10	5/19/10	\$11.00
Smith, Alexandra	Technology & Learning Resources	CHC	Tutor II	1/19/10	5/19/10	\$11.00

**Due to an oversight in the Human Resources Office, ratification requested to approve employment for Joe Caudillo who should have been submitted to January 2010 Board.**

Caudillo, Joe	Human Services	SBVC	Tutor I	1/22/10	5/19/10	\$9.00
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**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**Professional Expert Hourly Employees**

**February 11, 2010**

<b>Name</b>	<b>Department</b>	<b>Site</b>	<b>Duties</b>	<b>Start Date</b>	<b>End Date</b>	<b>Hourly Rate</b>
Aguilar Jr., Edward	Public Safety & Emergency Services	CHC	Lab Instructor/ Primary Instructor/ EMS Specialist	2/12/10	6/30/10	\$20.00/ \$25.00/ \$30.00
Brown, Mark	Public Safety & Emergency Services	CHC	Lab Instructor/ Primary Instructor/ EMS Specialist	2/12/10	6/30/10	\$20.00/ \$25.00/ \$30.00
Contreras, Rene	Professional Development Center	District	Workforce Development/ PDC Trainer	2/16/10	6/30/10	\$45.00
Creehan, Joseph	DSP & S	SBVC	Interpreting/ Transliterating Level III	2/12/10	6/30/10	\$18.00
Ferreti, Myra	Criminal Justice	SBVC	Facilitator/ Evaluator/ Safety Facilitator	2/16/10	6/30/10	\$35.00 per hour/ \$105 per session/ \$25.00 per hour
Fuller, Brent	Public Safety & Emergency Services	CHC	Lab Instructor/ Primary Instructor/ EMS Specialist	2/12/10	6/30/10	\$20.00/ \$25.00/ \$30.00
Guerra, Hector	Criminal Justice	SBVC	Facilitator/ Evaluator/ Safety Facilitator	2/16/10	6/30/10	\$35.00 per hour/ \$105 per session/ \$25.00 per hour
Recatto, Peter	Criminal Justice	SBVC	Facilitator/ Evaluator/ Safety Facilitator	2/16/10	6/30/10	\$35.00 per hour/ \$105 per session/ \$25.00 per hour
Sanabia, Zackary	Professional Development Center	District	Workforce Development/ PDC Trainer	2/16/10	6/30/10	\$50.00
Scott, Brandon	Public Safety & Emergency Services	CHC	Lab Instructor/ Primary Instructor/ EMS Specialist	2/12/10	6/30/10	\$20.00/ \$25.00/ \$30.00

**Amend December 10, 2009 Board Agenda to reflect correct name. Barry Gox should be Barry Fox.**

Fox, Barry	Fire Technology	CHC	Fire Tech Specialist/ Tactical Officer/ Safety Officer	1/11/10	6/30/10	\$30.00/ \$23.00/ \$22.50
<b>Ratification requested by department to change the start date of employment for the following employees in order to cover the full calendar of Police Academy Classes at SBVC.</b>						
Alfaro, Glen	Criminal Justice	SBVC	Facilitator/ Evaluator/ Safety Facilitator	1/4/10	6/30/10	\$35.00/ \$105.00 per session/ \$25.00
Arifuki, Mark	Criminal Justice	SBVC	Facilitator/ Evaluator/ Safety Facilitator	1/4/10	6/30/10	\$35.00/ \$105.00 per session/ \$25.00
Charbonneau, John	Criminal Justice	SBVC	Facilitator/ Evaluator/ Safety Facilitator	1/4/10	6/30/10	\$35.00/ \$105.00 per session/ \$25.00
Ford, Kevin	Criminal Justice	SBVC	Facilitator/ Evaluator/ Safety Facilitator	1/4/10	6/30/10	\$35.00/ \$105.00 per session/ \$25.00

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**Substitute Employees**

**February 11, 2010**

<b>Name</b>	<b>Department</b>	<b>Site</b>	<b>Duties</b>	<b>Start Date</b>	<b>End Date</b>	<b>Hourly Rate</b>
Avramis, Lisa	Child Development Center	CHC	Child Development Assistant	12/17/09	2/15/10	\$12.35
Banks, Lani	Child Development Center	CHC	Child Development Assistant	1/19/10	3/19/10	\$12.35
Beall, Jerry	Tool Room	SBVC	Tool Room Specialist	2/1/10	3/31/10	\$14.31
Book, Paula	Child Development Center	CHC	Child Development Assistant	12/17/09	2/15/10	\$12.35
Camacho, Albert	Custodial	SBVC	Custodian	1/12/10	3/12/10	\$14.68
Covarrubias, Martha	Child Development Center	SBVC	Child Development Assistant	1/11/10	3/10/10	\$12.35
Curtis, Justin	Child Development Center	CHC	Child Development Assistant	12/17/09	2/15/10	\$12.35
Garcia, Noemi	Cafeteria	CHC	Food Service Worker	10/18/09	12/18/10	\$11.75
Garcia, Noemi	Cafeteria	CHC	Food Service Specialist	10/18/09	12/18/10	\$12.35
Garcia, Noemi	Cafeteria	CHC	Food Service Worker	1/14/10	3/14/10	\$11.75
Garcia, Noemi	Cafeteria	CHC	Food Service Specialist	1/14/10	3/14/10	\$12.35
Holtegaard, Alisa	Child Development Center	SBVC	Child Development Assistant	1/11/10	3/10/10	\$12.35
Limon, Irma	Child Development Center	SBVC	Child Development Assistant	1/11/10	3/10/10	\$12.35
Luther, Lorie	Child Development Center	CHC	Child Development Assistant	12/17/09	2/15/10	\$12.35
Medina, Miguel	Police	Dist	College Police Officer	1/10/09	3/10/10	\$22.33
Molina, Corrine	Child Development Center	SBVC	Child Development Teacher	1/11/10	3/10/10	\$17.76
Mulgado, Irene	Custodial	SBVC	Custodian	1/12/10	3/12/10	\$14.68
Perez, Blanca	Child Development Center	SBVC	Child Development Teacher	1/11/10	3/10/10	\$17.76
Peterson, Brandi	Child Development Center	SBVC	Child Development Assistant	1/11/10	3/10/10	\$12.35
Sanchez, Lori	PDC	Dist	Research Assistant	12/18/09	2/18/10	\$23.47
Sanchez, Phylcia	Financial Aid	CHC	Clerical Assistant I	1/11/10	3/11/10	\$12.65
Sclafani, Tony	Police	Dist	College Police Officer	1/11/09	3/10/10	\$22.33
Sinha, Indrani	Child Development Center	CHC	Child Development Assistant	12/17/09	2/15/10	\$12.35
Tafoya-Bryson, Patricia	Police	Dist	College Police Officer	1/12/09	3/10/10	\$22.33
Treacy, Rosa	Child Development	SBVC	Child Development	1/11/10	3/10/10	\$12.35

	Center		Assistant			
Williams, Sophia	Child Development Center	SBVC	Child Development Assistant	1/11/10	3/10/10	\$12.35
Wu, William	Police	Dist	College Police Officer	1/13/09	3/10/10	\$22.33

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

**TO:** Board of Trustees  
**FROM:** Bruce Baron, Acting Chancellor  
**REVIEWED BY:** Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
**PREPARED BY:** Gloria M. Harrison, President, CHC  
Dr. Debra S. Daniels, President, SBVC  
**DATE:** February 11, 2010  
**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

Included in the 2009-10 budget.

**Crafton Hills College**

French, Darren	Physical Education
Hadden, Jay	Anthropology
Stewart, Barry	Fire Technology

**San Bernardino Valley College**

Kawaii, Derek	Water Supply Technology
Schmidt, Lisa	Physical Science
Sievers, Jerry	Automotives
Williams, Roxanne	Biology



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Gloria M. Harrison, President, CHC  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Non-Instructional Pay

RECOMMENDATION

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

OVERVIEW

Judi Harrington will complete a study and prepare presentation for Instructional Departments regarding how they can better support student transfer through course offerings and new course development, 02/12/10 – 05/19/10, \$43.16 per hour, 01-00-25-8214-0505-1480.00-6330

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

Included in the 2009-10 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Interim Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
SUBJECT: Consideration of Acceptance of Academic Resignation

RECOMMENDATION

It is recommended that the Board of Trustees accept the resignation of Rutina Taylor, Counselor, SBVC, effective January 15, 2010.

OVERVIEW

Rutina Taylor has submitted a letter of resignation from employment effective January 15, 2010 after three years of service to the District.

ANALYSIS

The Human Resources Department has provided Ms. Taylor acceptance of her resignation from employment.

BOARD IMPERATIVE

None.

FINANCIAL IMPLICATIONS

No financial impact.

## **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**TO:** Board of Trustees

**FROM:** Bruce Barron, Interim Chancellor

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

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

**DATE:** February 11, 2010

**SUBJECT:** Consideration of Approval of Coaches Stipends

### **RECOMMENDATION**

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

### **OVERVIEW**

The individuals on the attached list will serve as coaches and assistant coaches for the 2010 Spring season.

### **ANALYSIS**

Coaches are routinely hired for sport teams.

### **BOARD IMPERATIVE**

III. Resource Management for Efficiency, Effectiveness and Excellence.

### **FINANCIAL IMPLICATIONS**

Included in the 2009-2010 budget.

**San Bernardino Valley College**

The following individuals will serve as coaches for the 2010 Spring season:

Mierzwik, William	Baseball	\$6,764.00
Powell, Michael	Men's Track	\$6,764.00
Powell, Michael	Women's Track	\$6,764.00

The following individuals will serve as assistant coaches for the 2010 Spring season:

Ashford, Wesley	Track & Field	\$4,683.00
Bresnick, Ed	Track & Field	\$3,642.00
Days, Scotty	Track & Field	\$3,642.00
Ratigan, Jim	Track & Field	\$4,683.00

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Management Appointment

RECOMMENDATION

It is recommended that the Board of Trustees approve the management appointment of Director of Grant Development and Management, SBVC.

OVERVIEW

Kathleen Rowley, Director of Grant Development and Management, SBVC, full-time, 12-month position, Management Salary Schedule, Range 14, Step C, \$86,688 per year, plus \$95.00 per month doctorate stipend effective February 16, 2010. Replacement for Patricia Pate.

ANALYSIS

The Human Resources Department conducted a nationwide search for the position of Director of Grant Development and Management, SBVC. All requirements for employment 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.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Interim Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Interim Management Appointment

RECOMMENDATION

It is recommended that the Board of Trustees approve the interim management appointment of Lillian Wisegarver, Interim Development & Planning Supervisor – KVCR, effective February 12, 2010.

OVERVIEW

Lillian Wisegarver, Interim Development & Planning Supervisor - KVCR, full-time, 12-month position, Management Salary Schedule, Range 8, Step B, \$61,596 per year effective February 12, 2010.

ANALYSIS

It is necessary to fill this position on an interim basis until a permanent replacement is appointed.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Interim Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Management Contract Renewals

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract renewal for Damon Bell, Vice President, Student Services SBVC, Cheryl Marshall, Vice President, Instruction, CHC, Charlie Ng, Vice President, Administrative Services, CHC and Rebeccah Warren-Marlatt, Vice President, Student Services, CHC.

OVERVIEW

The management staff on the attached list are being recommended for renewal of their contracts.

ANALYSIS

Management contract renewals are recommended by the college presidents and are at the discretion of the Interim Chancellor, upon approval by the Board of Trustees

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

Included in the 2009-2010 budget.

### **CRAFTON HILLS COLLEGE**

Marshall, Cheryl, Vice President, Instruction, CHC, renewal of management contract for a two-year-period effective July 1, 2010 through June 30, 2012.

Ng, Charlie, Vice President, Administrative Services, CHC, renewal of management contract for a two-year period effective July 1, 2010 through June 30, 2012.

Warren-Marlatt, Rebeccah, Vice President, Student Services, CHC, renewal of management contract for a two-year period effective July 1, 2010 through June 30, 2012.

### **SAN BERNARDINO VALLEY COLLEGE**

Bell, Damon, Vice President, Student Services, SBVC, renewal of management contract for a two-year period effective July 1, 2010 though June 30, 2012.



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Interim Chancellor  
REVIEWED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
PREPARED BY: Renée Brunelle, Vice Chancellor, Human Resources & Employee Relations  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Salary Step Advancement for Management Employees

RECOMMENDATION

It is recommended that the Board of Trustees approve the salary step advancements for Debra Daniels, President, SBVC and Matthew Isaac, Executive Director, Economic Development and Corporate Training, effective July 1, 2009.

OVERVIEW

Based on performance and evaluation, Bruce Baron, Interim Chancellor, is recommending that the management employees on the attached list be advanced on the management salary schedule.

ANALYSIS

Advancement on the management salary schedule for employees on Range 23 and higher is at the discretion of the Chancellor, upon approval by the Board of Trustees.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.

Debra Daniels, Management Salary Schedule from Range 26, Step C, \$155,664 per year to Range 26, Step D, \$163,452 per year effective July 1, 2009.

Matthew Isaac, Management Salary Schedule from Range 23, Step C, \$134,472 per year to Range 23, Step D, \$141,192 per year effective July 1, 2009.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting 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: February 11, 2010  
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

None.

## CRAFTON HILLS COLLEGE

Alvarado, Alan 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Barajas, Steven 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Barbo, Garrett 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Boydsanmiguel, Brisa 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Brooks, Charles 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Buss, Jeremy 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Cansler, Samantha 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Cuellar, Ryan 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Chambi, Jhonnatan 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Cherpin, Daniel 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Claus, Kayla 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Dennett, Travis 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Dobbs, Nathan 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Dorman, Taylor 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Duran, Sergio 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Fierro, Henry 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Gill, Paul 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Glaze, Andrew 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Hartel, Amanda 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Hull, Casey 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Hulse, Shayna 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Jones, Luke 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Kale, Richard 6/30/10	Public Safety & Emergency Services Department	02/12/10-
MacLeod, Josh 6/30/10	Public Safety & Emergency Services Department	02/12/10-

Marini, John 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Nerenberg, Ryan 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Parker, Anthony 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Potter, Erica 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Reynoldson, Caleb 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Rentz, Christopher 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Ruiz, Brandon 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Sanders, Joy 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Schwarz, Kamryn 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Sims, Nick 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Vitulli, Regina 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Wyatt, Courtney 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Zamora, Steven 6/30/10	Public Safety & Emergency Services Department	02/12/10-
Zepeda, Jonathan 6/30/10	Public Safety & Emergency Services Department	02/12/10-

## **SAN BERNARDINO VALLEY COLLEGE**

Gutierrez, Anita	Transfer Center	212/10-6/30/10
Clute, Pamela	Celebrating Women In Math	2/26/2010
Smith, Linda	Celebrating Women In Math	2/26/2010
Eads, Amanda	Law Enforcement Academy	2/16/2010-4/2/2010
Fagan Greg	Law Enforcement Academy	2/16/2010-4/2/2010
Leon, Cyle	Law Enforcement Academy	2/16/2010-4/2/2010
Leon, Mario	Law Enforcement Academy	2/16/2010-4/2/2010
Marin, Imelda	Law Enforcement Academy	2/16/2010-4/2/2010
Slawson, Rachel	Law Enforcement Academy	2/16/2010-4/2/2010
Weiskircher, Elaine	Law Enforcement Academy	2/16/2010-4/2/2010
Nunez, David	Tech/Tool Room	2/10/2010-5/10/2010
Raya, Louie	Athletic Department	2/10/2010-6/30/2010

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
PREPARED BY: Steven Sutorus, Business Manager  
DATE: February 11, 2010  
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.

Attachments

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## ***Routine Contracts and Agreements***

***Scheduled Board Date 2/11/2010***

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### ***Contract Type***

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<b><i>Firm</i></b>	<b><i>Purpose and Information</i></b>	<b><i>Department / Location</i></b>	<b><i>Amount</i></b>	<b><i>Signed</i></b>
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### **ASB Discount Program**

Empire Camera, Inc	(6402) ASB Discount Program- 15% Discount on full priced photographic items with valid ASB Card for FY 2009-2010 Term: 2/12/2010 - 6/30/2010	Student Life/SBVC	15% Discount	SSutorus
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My Gym Redlands	(6401) ASB Discount Program - 50% Discount on membership fee with valid ASB card for FY 2009-2010 Term: 2/11/2010 - 6/30/2010	Student Life/SBVC	50% Discount	SSutorus
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Overstock.com	(6403) ASB Discount Program - 10% discount on in stock items with valid ASB Card Term: 2/11/2010 - 6/30/2010	Student Life/SBVC	10% Discount	SSutorus
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***SubTotal for ASB Discount Program: 3***

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### **Clinicals**

San Bernardino City Unified School District	(6405) Clinical Site Agreement; Clinical site for Psychiatric Technology program students Term: 1/7/2010 - 6/30/2014	Psych Tech/SBVC	No Cost	SSutorus
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***SubTotal for Clinicals: 1***

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<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>EduStream</u></b>					
	California Distance Learning Health Network	(6406) EduStream - Participation Agreement - Institutional License for EduStream Software Term: 2/12/2010 - 6/30/2015	Distance Education/SBCCD	No Charge	SSutorus
	Citrus Community College District	(6407) EduStream - Participation Agreement - Institutional License for EduStream Software Term: 2/12/2010 - 6/30/2015	Distance Education/SBCCD	No Charge	SSutorus
	San Diego Community College District	(6411) EduStream - Participation Agreement - Institutional License for EduStream Software Term: 2/12/2010 - 6/30/2015	Distance Education/SBCCD	No Charge	SSutorus
	San Joaquin Delta Community College District	(6409) EduStream - Participation Agreement - Institutional License for EduStream Software Term: 2/12/2010 - 6/30/2015	Distance Education/SBCCD	No Charge	SSutorus
	San Jose Evergreen Community College District	(6408) EduStream - Participation Agreement - Institutional License for EduStream Software Term: 2/12/2010 - 6/30/2015	Distance Education/SBCCD	No Charge	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>EduStream</u></b>				
Sierra Joint Community College District	(6410) EduStream - Participation Agreement - Institutional License for EduStream Software Term: 2/12/2010 - 6/30/2015	Distance Education/SBCCD	No Charge	SSutorus
<b><i>SubTotal for EduStream: 6</i></b>				
<b><u>Facilities Use</u></b>				
Storm Volleyball	(6404) Facilities Use - Use of Gym for Volleyball Practices Term: 11/12/2009 - 6/29/2010	Administrative Services/SBVC	\$5,180.00	SSutorus
<b><i>SubTotal for Facilities Use: 1</i></b>				
<b><u>General</u></b>				
A3K Consulting	(4217) Services - Consulting on selection of Program Manager for Measure M projects Term: 2/12/2010 - 2/1/2011 42-37-03-9508-0000-5112.00-7100	Facilities Planning/SBCCD	\$18,000.00	BBaron
BW Research Partnership	(6414) Service - Conduct industry research for internet and telephone surveys of employers in alternative transportation and fuels industries Term: 2/12/2010 - 6/30/2011 01-00-03-8115-0473-5120.00-6840	PDC/SBCCD	\$43,025.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General</u></b>					
	David M. Bertino Manufacturing, Inc	(6421) Service - Furnish and install additional cabinets in Student Health Center Term: 5/12/2010 - 3/31/2010 01-00-01-8210-0310-6220.00-6440	Health Center/SBVC	\$5,959.50	SSutorus
	Davis, Kay	(6360) Independent Contractor - Development and implementation of individualized development plans for all members of the CHC management team: Amendment 1 to change payment language from one single payment at the end two payments one in the middle and one final payment at the end Term: 12/11/2009 - 6/30/2010 01-00-02-9002-0156-5113.00-6199	Title V/CHC	\$18,000.00	BBaron
	Dell	(6425) Software License - District-wide site license for software per quote 521494471 example of software included in quote are Visual Studio Pro, Lic Sa SQL, LIC SA Project Pro, Visio Pro Win 31, Term: 2/12/2010 - 3/31/2010 01-00-03-9010-0000-5639.00-6780	Computing Services/SBCCD	\$86,809.08	SSutorus
	Experian	(6439) Service - Credit information services Term: 2/12/2010 - 2/11/2015 01-43-33-8301-0000-5120.00-6460	Fiscal Services/SBCCD	\$450.00 Not to Exceed	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	G & R Machinery Services	(6428) Service - Repair of Clarke Lathe #12 magnetic contactor Term: 2/12/2010 - 3/31/2010 01-79-03-8115-0000-5640.00-7010	PDC/SBCCD	\$485.00	SSutorus
	Larco Enterprises Formerly Funseekers	(6423) Rental - Bus rental for field trip to CSU Northridge and USC LA Term: 4/16/2010 - 4/16/2010 01-00-31-8212-0228-5611.00-6499  01-00-01-8212-0000-5611.00-6499	Counseling/SBVC	\$925.00	SSutorus
	Larco Enterprises Formerly Funseekers	(6424) Rental - Bus rental for field trip to Museum of Tolerance Term: 3/11/2010 - 3/11/2010 01-00-31-8212-0228-5611.00-6499	Counseling/SBVC	\$575.00	SSutorus
	Larco Enterprises Formerly Funseekers	(6392) Rental - Bus rental for Science & Math Center field trip to Getty Museum Term: 2/19/2010 - 2/19/2010 10-00-01-4625-0221-5611.00-1701	Science/SBVC	\$825.00	BBaron

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<u>General</u>					
	Redlands, University Of	(6413) MOU - Shared production cost and proceeds for "The Magic Flute" Spring production Term: 3/31/2010 - 4/11/2010	Science/CHC	No Direct Cost	SSutorus
	San Bernardino County Superintendent of Schools	(6435) Service - Reimbursement of postage expenses for Career Technical Education newsletters, flyers and informational packet to parents of Middle School students regarding up coming events Term: 2/12/2010 - 6/30/2010 01-15-35-8115-0470-5350.00-6899	PDC/SBCCD	\$750.00 Not to exceed	SSutorus
	Shalimar Tours & Charter	(6430) Rental - Bus rental for field trip to CSU Northridge & USC LA Term: 4/16/2009 - 4/16/2009 01-00-31-8213-0228-5611.00-6310	Counseling/SBCCD	\$1,009.38	SSutorus
	Shalimar Tours & Charter	(6426) Rental - Bus rental for field trip to Museum of Tolerance Term: 3/12/2010 - 3/12/2010 01-00-31-8213-0228-5611.00-6310	Counseling/SBVC	\$649.25	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General</u></b>				
Taste of Home, A	(6431) Services - Catering box lunches for Robotic Youth Camp Term: 3/6/2010 - 3/6/2010 01-00-35-8115-0465-5809.00-6840	PDC/SBCCD	\$427.83	SSutorus
Taste of Home, A	(6432) Services - Catering box lunches for Robotics Youth Camp Term: 2/27/2010 - 2/27/2010 01-00-35-8115-0465-5809.00-6840	PDC/SBCCD	\$427.83	SSutorus
Tilden-Coil Constructors, Inc	(5908) Service - Construction Management Services for SBVC Parking Lot #7 Renovation Project: Amemdment 1 - to include engineering services for this project at an additional cost of \$15,522: original contract value was \$20,555. Term: 5/15/2009 - 6/30/2010 41-00-31-9511-0304-6120.15-7100	Facilities Planning/SBVC	\$36,077.00 Revised contract value	BBaron
WRDAVIS Collaborative	(6412) Independent Contractor - Coordinate the successful data analysis software updates and technical assistant services Term: 2/12/2010 - 6/30/2010 01-00-03-8115-0473-5120.00-6840  01-00-03-8115-0466-5120.00-6840	PDC/SBCCD	\$4,000.00	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General</u></b>					
<b><i>SubTotal for General: 18</i></b>					
<b><u>General - Ratified</u></b>					
	Act, Inc - Asset/Compass Customer Services	(6433) Software License - Compass annual fee for usage, maintenance, and upgrades Term: 7/1/2009 - 6/30/2010 01-76-01-8207-0232-5830.00-6320 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Counseling/SBVC	\$470.00	SSutorus
	Allegiance Software, Inc	(6416) Software License - Renewal support and upgrades for the following software: Allegiance main fundraising system, expanded premium module, electronic data transmission module, address automation (satori), major gifts module, web membership module and ASNA graphical Term: 10/15/2009 - 10/14/2010 74-00-03-8110-0108-5830.00-7099 Ratified - Ratification is requested; contract not received in time for previous Board meetings	KVCR/SBCCD	\$10,234.35	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General - Ratified</u></b>				
American Technologies, Inc	(6436) Service - Emergency water abatement: conduct moisture readings on water damage areas of rooms LADM 104/108 and associated storage room; install and operate dehumidifiers and negative air machines; asbestos abatement containments Term: 1/4/2010 - 1/8/2010 01-92-32-9506-0000-5640.00-6510 Ratified - Ratification is requested; contract emergency water damage abatement	Maintenance/CHC	\$5,352.50	SSutorus
Atkinson, Andelson, Loya, Ruud & Romo	(6334) Professional Services - Legal services for the District for one year: fee schedule is based on per hour rates - Senior Partners \$245, Partners and Senior Associates \$235, Associates \$195, Senior Paralegals \$130 and Paralegals \$125: Amendment 01 Increase "Not to Exceed" amount on PO by \$297,000. for a total contract value of \$447,000. Term: 7/1/2009 - 6/30/2011 01-00-03-9508-0000-5711.00-6600 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Fiscal Services/SBCCD	\$447,000.00 Revised Not to Exceed	BBaron
Communicate Systems	(6417) Software License - maintenance renewal for CommuniGate System Term: 7/1/2009 - 6/30/2010 01-00-03-9010-0000-5639.00-6780 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Distance Education/SBCCD	\$3,019.00	SSutorus



<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General - Ratified</u></b>					
	CPT - Computer Protection Technologies, Inc.	(6337) Service - Maintenance agreement for battery back up of District servers located at SBVC and CHC Term: 7/1/2009 - 6/30/2010 01-00-03-9010-0000-5639.00-6789 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Distance Education/PDC	\$3,700.00	BBaron
	E-Oscar Systems	(6434) Service - Credit reporting services: rate schedule, minimum charge is \$30 per calendar quarter, once the quarterly minimum number of transactions has been reached, a \$0.30 charge for each transaction Term: 1/31/2010 - 1/30/2015 01-43-33-8301-0000-5809.00-6460 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Fiscal Services/SBCCD Not to exceed per year	\$500.00	SSutorus
	ESRI, Inc	(6418) Software License - Maintenance for ArcGIS Business Analyst Educational Master Lab Kit Term: 1/30/2010 - 1/29/2011 01-00-35-8115-0466-5830.00-6840 Ratified - Ratification is requested; contract not received in time for previous Board meetings	PDC/SBCCD	\$3,657.51	SSutorus

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General - Ratified</u></b>					
	Johnson & Associates, LLC	(6427) Service - Consultation on technical assistance in classification and/or compensation matters Term: 8/12/2009 - 6/30/2010 01-00-03-9004-0000-5120.00-6730 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Human Resources/SBCCD	\$6,000.00	SSutorus
	Los Angeles Newspaper Group	(6381) Advertising - Print and internet advertisements to promote Nanotechnology programs offered through the PDC Term: 12/13/2009 - 1/12/2010 01-00-35-8115-0465-5801.00-6840 Ratified - Ratification is requested; contract is for advertising and is time sensitive	PDC/SBCCD	\$1,660.00	BBaron
	Perceptive Software, Inc	(6419) Software License - Maintenance for Image Now system Term: 8/18/2009 - 8/31/2010 01-00-03-9010-0000-5639.00-6780 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Computing Services/SBCCD	\$1,044.87	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General - Ratified</u></b>				
Quality Training Systems (QTS)	(6415) Service - Assistance in carrying out the prescribed duties, functions under the Workforce Development Program; job development for advanced manufacturing technologies Term: 1/14/2010 - 1/14/2010 01-00-03-8115-0440-5113.00-6840 Ratified - Ratification is requested; contract not received in time for previous Board meetings	PDC/SBCCD	\$30,000.00	SSutorus
Red Canyon Systems	(6429) Software - Database software support for "Center Fit" annual license and maintenance Term: 7/1/2009 - 6/30/2010 01-00-01-1510-0000-5830.00-0835 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Physical Education/SBVC	\$355.00	SSutorus
Richardson Search Inc, DBA ColorTone Printing	(6150) Service - Graphic design of science technology booklet aimed at middle school students as part of a PDC grant project: Amendment 1 time extension of one month to 12-13-2009 Term: 9/4/2009 - 12/31/2009 01-00-35-8115-0470-5120.00-6899 Ratified - Ratification Requested; the Contract Amendment was Not Received in time for Previous Board Meeting	PDC/SBCCD	\$10,580.50	BBaron

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>General - Ratified</u></b>					
	StarLink DBA Dallas County Community College	(6422) Membership - Annual membership for professional development Training for SBCCD for FY 2009-2010 Term: 7/1/2009 - 6/30/2010 01-00-03-8910-3000-0531.00-6150 Ratified - Ratification is requested; contract not received in time for previous Board meetings	Distance Education/SBCCD	\$1,765.00	SSutorus
	Winzler & Kelley Consulting Engineers	(6437) Service- Emergency TEM air sampling on rooms LADM 101-104-104A-104B Term: 1/4/2010 - 1/13/2010 01-92-32-9506-0000-5120.00-6510 Ratified - Ratification is requested; contract emergency water damage abatement	Maintenance/CHC	\$825.00	SSutorus

***SubTotal for General - Ratified: 16***

**Grant/Award Income**

California Department of Education	(6051) Grant - California State Preschool Program Grant; Amendment 01 language update to terms and conditions in sections I. eligiblity and need Criteria; section IV. admission policies and procedures Term: 7/1/2009 - 6/30/2010 72-00-01-8306-0203-8624.00-0000	Child Care Center/SBVC	\$1,239,129.00	
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<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>Grant/Award Income</u></b>				
California Department of Education	(6050) Grant - General Child Care And Development Program Grant - Amendment 01 language update to terms and conditions in sections III subsection B facilities and equipment; Term: 7/1/2009 - 6/30/2010 72-00-01-8306-0205-8624.00-0000	Child Care Center/SBVC	\$345,055.00	NVela
California Department of Education	(6397) Grant - Instructional materials for FY 2009-2010 Term: 7/1/2009 - 6/30/2010 72-00-01-8306-0204-8624.00-0000	Child Care Center/SBVC	\$1,781.00	BBaron
California, State of	(6394) Department of Rehabilitation Grant - Workability III Program A - American Recovery and Reinvestment Act (ARRA) Federal pass through grant to help pay for career training programs Term: 10/1/2009 - 9/30/2010	DSP&S/SBVC	\$30,748.00	BBaron

<i>Contract Type</i>	<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>Grant/Award Income</u></b>					
	California, State of	(6400) Employment Development Department: California Clean Energy Workforce Training Program; Green building or clean energy pre-apprenticeship training partnerships Term: 10/1/2009 - 6/30/2011 01-00-03-8115-0474-8199.00-0000  01-00-03-8115-0474-8659.00-0000	PDC/SBCCD	\$869,651.00	SSutorus
	CCC Chancellor's Office	(6396) Grant - CTE Pathways Initiative: Career Technical Education Community Collaborative Project; the intent of the grant is to build a system of STEM pathways and career awareness in new fields of technology across the eastern portion of the San Bernardino County Term: 7/1/2009 - 3/31/2012 01-00-35-8115-0470-8629.00-0000	PDC/SBCCD	\$310,000.00	BBaron
	CCC Chancellor's Office	(5927) Grant - Economic & Workforce Development - Center of Excellence Grant Renewal for FY 2009-2010: Amemdment One- Grant funding reduced by \$103,330. Term: 7/1/2009 - 6/30/2010 01-12-03-8115-0448-8629.00-0000	PDC/SBCCD	\$101,670.00 Revised Grant Funding	SSutorus

<i>Contract Type</i>				
<i>Firm</i>	<i>Purpose and Information</i>	<i>Department / Location</i>	<i>Amount</i>	<i>Signed</i>
<b><u>Grant/Award Income</u></b>				
CCC Chancellor's Office	(6399) Grant - EWD Responsive Training Fund - Training for incumbent workers Term: 7/1/2009 - 6/30/2010 01-00-03-8115-0471-5629.00-0000	PDC/SBCCD	\$156,969.00	BBaron
CCC Chancellor's Office	(5926) Grant - Statewide Strategic Hub Grant for FY 2009-2010:Amendment One - Grant funding was reduced by \$75,393 Term: 7/1/2009 - 6/30/2010 01-00-03-8115-0466-8629.00-0000	PDC/SBCCD	\$74,393.00 Revised Grant funding	NVela
Modesto Junior College	(6420) MOU - PDC/ATTC to conduct a GIS Analysis of industries and community demographics for Modesto area Term: 2/12/2010 - 6/15/2010 01-62-03-8115-0000-8830.00-0000	PDC/SBCCD	\$8,000.00	SSutorus
Riverside Community College District	(6438) MOU - Tech Prep Consortia participation agreement for FY 2009/2010 Term: 7/1/2009 - 6/30/2010 01-12-01-8102-0450-8170.00-0000	Applied Technology/SBVC	\$4,800.00	SSutorus
San Bernardino County Superintendent of Schools	(6398) Grants - AB212 Educational Stipend Program for preschool teachers Term: 7/1/2009 - 6/30/2010 72-00-02-8306-0000-8890.00-0000	Child Development/CHC	\$9,999.00	BBaron

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***Contract Type******Firm******Purpose and Information******Department / Location******Amount******Signed***

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***Grant/Award Income***

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Santa Clarita Community College  
District(6393) Grant - Subgrantee for Distance  
Education Captioning And Transcription  
Grant Funding - Distance Education is to  
receive captioning and transcription services  
for applicable course at no cost to the District:  
Granting College will be billed directly for  
these services  
Term: 2/12/2010 - 6/30/2010

Distance Education/SBCCD

\$30,348.00

BBaron

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***SubTotal for Grant/Award Income: 13***

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***Grand Total Contracts for Board Date 2/11/2010: 58***



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
PREPARED BY: Crispina Ongoco, Director of Fiscal Services  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Budget Adjustments

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Budget Adjustments.

OVERVIEW

Budget Adjustments submitted for Board review and approval.

ANALYSIS

In compliance with the Budget Adjustment procedure, required by the County Superintendent of Schools, these budget adjustments are submitted for Board review and approval. These actions reflect the adjustments necessary to line item budget allocations to conduct the business of the District and to remain in compliance with sound fiscal practices.

BOARD IMPERATIVE

III. Resource management for efficiency, effectiveness, and excellence.

FINANCIAL IMPLICATIONS

None.

Attachments

BEST NET CONSORTIUM  
 BUDGET ADJUSTMENT REPORT  
 FROM DATE 12/17/2009 TO DATE 01/19/2010

72 San Bernardino Community Col

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			09/25/2009	12/17/2009	BUDGET	01/19/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	1100	CONTRACT CLASSROOM INST.	15,748,786.00	15,848,911.80	-179,088.00	15,669,823.80
	1200	CONTRACT CERT. ADMINISTRATORS	5,369,814.00	5,247,330.40	-314,432.93	4,932,897.47
	1280	ACADEMIC SAL-N.I./REG/OTHER	4,321,400.00	4,295,230.92	-361,679.27	3,933,551.65
	1300	INSTRUCTORS DAY/HOURLY	8,763,070.00	8,809,197.48	-453,664.00	8,355,533.48
	1480	NONINSTRUCTION HOURLY	691,830.00	785,345.00	-33,043.77	752,301.23
	2100	CONTRACT CLASSIFIED NON-INSTR.	3,427,027.00	3,302,615.71	-89,419.88	3,213,195.83
	2180	CLASSIFIED CONFIDENTIAL EMPLOY	14,394,005.00	14,230,079.89	-310,823.20	13,919,256.69
	2200	INSTRUCTIONAL AIDS	1,508,358.00	1,468,402.38	-11,841.00	1,456,561.38
	2380	PART-TIME/OVERTIME/STUDENT	1,818,112.00	2,004,082.60	-105,469.75	1,898,612.85
	2400	INST AIDES-HOURLY- DIR.INSTRUC	1,035,805.00	1,153,696.44	-133,806.75	1,019,889.69
	3160	STRS OTHER ACADEM N.I.-ADM/SUP	370,889.00	370,889.00	-5,426.00	365,463.00
	3180	STRS OTHER ACADEMIC-N.I-OTHERS	381,718.00	379,926.00	-12,700.00	367,226.00
	3220	PERS-CLASS/I.A-NON-INS ADM/SUP	334,570.00	330,209.00	5,671.64	335,880.64
	3228	PERS CLASS/I.A.-NON-INST-OTHER	1,597,966.00	1,597,984.98	450.59	1,598,435.57
	3320	OASDI CLAS/I.A.NON-INS ADM/SUP	200,709.00	199,114.22	3,271.47	202,385.69
	3328	OASDI CLASS/I.A.-NON-INST OTHE	901,951.00	901,956.55	286.52	902,243.07
	3346	MEDICARE NON-INSTRUCTIONAL	412,945.00	412,249.57	341.89	412,591.46
	3410	HEALTH & WELFARE-CERT/I.A INST	1,908,910.00	1,927,369.83	-15,793.83	1,911,576.00
	3420	HEALTH & WELFARE-CLAS/I.A-N.I.	3,149,670.00	3,033,650.92	-4,072.96	3,029,577.96
	3430	HEALTH & WELFARE-OTH ACAD-N.I	771,155.00	770,412.62	-1,983.00	768,429.62
	3520	SUI CLASS/I.A. NON-INS ADM/SUP	10,590.00	10,590.00	76.43	10,666.43
	3528	SUI CLASS/I.A. NON-INSTR OTHER	47,596.00	47,576.00	1.86	47,577.86
	3538	SUI OTHER ACADEMIC-N.I. OTHERS	14,952.00	14,942.68	-8.00	14,934.68
	3620	W/C CLASS/I.A.-NON-INS-ADM/SUP	51,199.00	51,199.00	500.00	51,699.00
	3628	W/C CLASS/I.A.-NON-INST-OTHER	381,285.00	381,285.00	120.00	381,405.00
	3920	LIFE-CLASS/I.A-NON-INS ADM/SUP	2,222.00	2,222.00	21.80	2,243.80
	3928	LIFE-CLASS/I.A. NON-INST-OTHER	16,172.00	16,164.31	5.22	16,169.53
	3940	RETIREE INCENTIVE-CLASSIFIED	25,000.00	25,016.69	17.94	25,034.63
	4100	TEXTBOOKS	19,659.78	20,559.78	1,775.00	22,334.78
	4200	BOOK,MAGAZINE&PERIOD-DIST.USE	212,810.06	132,623.78	-2,557.04	130,066.74
	4300	INSTRUCTIONAL SUPPLIES	430,701.32	444,464.35	9,064.53	453,528.88
	4400	MEDIA AND SOFTWARE-DISTRCT USE	116,917.37	112,312.98	-4,439.81	107,873.17
	4500	NONINSTRUCTIONAL SUPPLIES	1,694,347.25	1,293,483.65	-41,809.14	1,251,674.51
	5100	PERSON&CONSULTANT SVC-DIST USE	3,774,050.40	4,051,547.95	-21,463.28	4,030,084.67
	5200	TRAVEL & CONFERENCE EXPENSES	745,538.49	756,993.04	-47,770.90	709,222.14
	5300	POST/DUES/MEMBERSHIPS-DIST.USE	448,008.00	410,103.00	-20,301.00	389,802.00
	5500	UTILITIES & HOUSEKEEP-DIST.USE	2,784,896.40	2,875,057.08	-5,838.15	2,869,218.93
	5600	RENTS,LEASES&REPAIRS-DIST.USE	1,874,975.27	1,939,605.89	-57,571.69	1,882,034.20
	5700	LEGAL/ELECTION/AUDIT-DIST. USE	1,047,800.00	876,000.00	171,800.00	1,047,800.00
	5800	OTHER OPERATING EXP-DIST. USE	5,662,804.77	4,687,376.77	352,252.05	5,039,628.82
	5900	INTERPROGRAM CHARGES-DIST.USE	300.00	300.00	-100.00	200.00
	6300	LIBRARY BOOKS - EXPANSION	90,244.00	75,055.90	-1,980.47	73,075.43
	6400	ADDITIONAL/IMPROVED EQUIPMENT	2,138,435.76	2,396,518.78	-126,519.70	2,269,999.08
	7200	INTRAFUND TRANSFERS OUT	312,173.00	312,173.00	556,277.00	868,450.00
	7300	INTERFUND TRANSFERS	2,459,212.00	2,459,212.00	2,237,945.00	4,697,157.00
	7500	OTHER OUTGO-STUDENT FIN AID	126,557.00	154,373.00	-77,867.00	76,506.00
	7600	OTHER STUDENT AID	866,579.02	967,396.38	-82,924.00	884,472.38
	7900	RESERVE FOR CONTINGENCIES	7,000,000.00	6,729,180.00	-1,299,197.00	5,429,983.00
TOTAL EXPENSE			99,463,715.89	98,311,988.32	-483,712.58	97,828,275.74

BEST NET CONSORTIUM  
 BUDGET ADJUSTMENT REPORT  
 FROM DATE 12/17/2009 TO DATE 01/19/2010

72 San Bernardino Community Col

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			09/25/2009	12/17/2009	BUDGET	01/19/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
01	8190	FED REV-OTHER FEDERAL REVENUES	2,472,397.58	2,866,274.58	490.68	2,866,765.26
	8611	PRINCIPAL APPORTIONMENT	52,831,686.00	52,831,686.00	31,873.00	52,863,559.00
	8620	GENERAL CATEGORICAL PROGRAMS	8,110,596.75	8,342,909.58	-1,082,353.00	7,260,556.58
	8820	CONTRIBUTIONS,GIFTS,GRANTS,END	139,182.78	139,182.78	5,000.00	144,182.78
	8890	OTHER LOCAL REVENUES	350,997.00	350,997.00	5,000.00	355,997.00
	8980	INCOMING TRANSFERS	315,373.00	332,691.00	556,276.74	888,967.74
TOTAL REVENUE			64,220,233.11	64,863,740.94	-483,712.58	64,380,028.36

BEST NET CONSORTIUM  
 BUDGET ADJUSTMENT REPORT  
 FROM DATE 12/17/2009 TO DATE 01/19/2010

72 San Bernardino Community Col

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			09/25/2009	12/17/2009	BUDGET	01/19/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
42	5100	PERSON&CONSULTANT SVC-DIST USE	132,587.82	210,587.82	189,000.00	399,587.82
	5800	OTHER OPERATING EXP-DIST. USE	.00	.00	82,000.00	82,000.00
	6120	SITE IMPROVEMENT	14,116,072.01	14,004,517.01	-10,000.00	13,994,517.01
	6200	BUILDINGS&IMPROVEMENT-DIST.USE	74,337,790.98	73,144,520.98	-161,000.00	72,983,520.98
	7900	RESERVE FOR CONTINGENCIES	20,000,000.00	18,690,000.00	-100,000.00	18,590,000.00
TOTAL EXPENSE			108,586,450.81	106,049,625.81	.00	106,049,625.81

BEST NET CONSORTIUM  
 BUDGET ADJUSTMENT REPORT  
 FROM DATE 12/17/2009 TO DATE 01/19/2010

72 San Bernardino Community Col

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			09/25/2009	12/17/2009	BUDGET	01/19/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
68	7900	RESERVE FOR CONTINGENCIES	500,000.00	500,000.00	2,300,000.00	2,800,000.00
TOTAL EXPENSE			500,000.00	500,000.00	2,300,000.00	2,800,000.00
	8910	PROCEEDS-GENERAL FIXED ASSETS	.00	.00	2,300,000.00	2,300,000.00
TOTAL REVENUE			.00	.00	2,300,000.00	2,300,000.00

BEST NET CONSORTIUM  
 BUDGET ADJUSTMENT REPORT  
 FROM DATE 12/17/2009 TO DATE 01/19/2010

72 San Bernardino Community Col

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			09/25/2009	12/17/2009	BUDGET	01/19/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
74	2100	CONTRACT CLASSIFIED NON-INSTR.	472,407.00	472,407.00	-46,801.00	425,606.00
	3220	PERS-CLASS/I.A.-NON-INS ADM/SUP	45,866.00	45,866.00	-4,543.00	41,323.00
	3320	OASDI CLAS/I.A.-NON-INS ADM/SUP	29,290.00	29,290.00	-2,906.00	26,384.00
	3346	MEDICARE NON-INSTRUCTIONAL	21,185.00	21,185.00	-680.00	20,505.00
	3420	HEALTH & WELFARE-CLAS/I.A.-N.I.	183,881.00	183,881.00	-6,149.00	177,732.00
	3520	SUI CLASS/I.A. NON-INS ADM/SUP	1,417.00	1,417.00	-141.00	1,276.00
	3620	W/C CLASS/I.A.-NON-INS-ADM/SUP	4,800.00	4,800.00	-800.00	4,000.00
	3920	LIFE-CLASS/I.A.-NON-INS ADM/SUP	208.00	208.00	-35.00	173.00
TOTAL EXPENSE			759,054.00	759,054.00	-62,055.00	696,999.00
8981 INTERFUND TRANSFERS IN			1,714,813.00	1,714,813.00	-62,055.00	1,652,758.00
TOTAL REVENUE			1,714,813.00	1,714,813.00	-62,055.00	1,652,758.00

BEST NET CONSORTIUM  
 BUDGET ADJUSTMENT REPORT  
 FROM DATE 12/17/2009 TO DATE 01/19/2010

72 San Bernardino Community Col

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			09/25/2009	12/17/2009	BUDGET	01/19/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
78	5100	PERSON&CONSULTANT SVC-DIST USE	68,000.00	74,000.00	6,000.00	80,000.00
	5400	INSURANCES - DISTRICT USE	457,000.00	457,000.00	-6,000.00	451,000.00
TOTAL EXPENSE			525,000.00	531,000.00	.00	531,000.00

BEST NET CONSORTIUM  
 BUDGET ADJUSTMENT REPORT  
 FROM DATE 12/17/2009 TO DATE 01/19/2010

72 San Bernardino Community Col

Restricted and Unrestricted

FISCAL YR: 10

APPROVED			09/25/2009	12/17/2009	BUDGET	01/19/2010
FUND	OBJECT	DESCRIPTION	ADOPTED BUDGET	REVISED BUDGET	ADJUSTMENTS	REVISED BUDGET
84	5100	PERSON&CONSULTANT SVC-DIST USE	107,000.00	107,000.00	-1,823.92	105,176.08
	5800	OTHER OPERATING EXP-DIST. USE	1,007,500.00	1,007,500.00	1,823.92	1,009,323.92
TOTAL EXPENSE			1,114,500.00	1,114,500.00	.00	1,114,500.00



RECEIVED  
S.B.V.C.

DEC 16 2009

VICE PRESIDENT OF  
STUDENT SERVICES

PRESIDENT'S OFFICE, SBVC

09 DEC 17 AM 8:24

**BUDGET ADJUSTMENT**

Date	Location	Responsibility Center Manager	President
12/16/09	SBVC	Marco Cota <i>MC</i>	<i>W.S. [Signature]</i>
Damon Bell, VP Student Services <i>Damon Bell</i>			

Account								
Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
<b>INCOME</b>								
01	00	01	8202	0507	8821.00	0000	Tech Prep Consortium Mini Grant	5,000
							<b>TOTAL</b>	5,000

EXPENSE								
Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	00	01	8202	0507	5801.00	<del>0000</del> <i>6310</i>	Advertising	1,000
01	00	01	8202	0507	5809.00	0000	Other Expenses & Fees	2,000
01	00	01	8202	0507	5611.00	<del>0000</del>	Bus/Car Rentals	2,000
							<b>TOTAL</b>	5,000

**JUSTIFICATION**

One time Tech Prep Consortium Mini Grant to promote and support SBVC Tech Prep activities.

<b>Controller</b>	<b>Chancellor</b>	<b>Board Action Date</b>
<i>[Signature]</i>		<i>2/11/10</i>
<b>Batch Transfer Number / Reference #</b>	<b>Posted By:</b>	<b>Date:</b>
<i>100330</i>	<i>SU</i>	<i>1/8</i>

**BUDGET ADJUSTMENT**

Date	Location	Responsibility Center Manager	President
1/5/2010	District	Bruce Baron	

INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s

EXPENSES

01	00	03	9200	0000	7900.00	6600	Reserve for Contingencies	(171,800)
01	00	03	9508	0000	5711.00	6600	Legal expenses	171,800

\$ -      \$ -

JUSTIFICATION

To reinstate FY 2010 budget for legal expenses
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Controller <i>Bruce Baron 1/5/09</i>	Chancellor <i>Bruce Baron 1/5/09</i>	Board Action Date <i>2/11/10</i>
Batch Transfer Number/Reference # <i>163334</i>	Posted By: <i>SB</i>	Date: <i>1/8</i>

# BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
1/13/10	District	Bruce Baron	

## ACCOUNT

Fund	LfSp	Site	Program	Subpgm	Object	Type	Account Name	Amount in \$'s
<b>INCOME</b>								

## EXPENSE

01	00	01	7676	0000	1100.00	2205	Instructor, History	63,453.00
01	00	02	3575	0000	1100.00	1506	Instructor, Speech	13,460.00
01	00	02	5625	0000	1100.00	1250	Instructor, EMS	67,304.00
01	00	02	5622	0000	1100.00	1210	Instructor, Respiratory Therapy	11,028.00
01	00	02	3575	0000	1102.00	1506	Instructor, Speech	53,843.00
01	00	01	8200	0000	1201.00	6960	Director, Student Life	65,000.00
01	00	01	9016	0000	1201.00	6600	Director, Grant	17,338.00
01	00	02	3579	0000	1201.00	6010	Dean of Instruction	9,893.00
01	00	02	8101	0000	1201.00	6010	Dean, Emergency Training	11,940.00
01	00	02	8208	0000	1201.00	6450	VP, Student Services	16,946.00
01	00	02	9017	0000	1201.00	6600	Director, Research & Planning	62,000.00

## JUSTIFICATION

In order to transfer to reserve for contingencies all projected salary savings for fiscal year 2010.

Fiscal Services		Board Action Date
<i>Chongaw</i>		<i>2/11/10</i>
Batch Transfer Number/Reference #	Posted By:	Date:
<i>150342</i>	<i>PO</i>	<i>1/12</i>

# BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
1-13-10	District	Bruce=Baron	

## ACCOUNT

Fund	LfSp	Site	Program	Subpgm	Object	Type	Account Name	Amount in \$'s
<b>INCOME</b>								

## EXPENSE

01	00	03	9007	0000	1201.00	6770	Business Manager	59,923.00
01	00	01	8220	0000	1282.00	6330	Coordinator, Transfer Center	6,697.00
01	00	01	8202	0000	1283.00	6310	Counselor	76,430.00
01	00	02	9002	0000	1283.00	6199	Coordinators, Title V	57,000.00
01	00	03	9001	0000	1283.00	6600	Special Assistant to the Chancellor	137,272.00
01	00	03	9006	0000	2100.00	6720	Internal Auditor	48,290.00
01	00	03	9010	0000	2100.00	6780	Director, DCS	54,917.00
01	00	01	9520	0000	2101.00	6599	VP Administrative Services	11,238.00
01	00	02	9504	0000	2101.00	6550	Maintenance/Grounds Supervisor	46,695.00
01	00	01	4630	0000	2181.00	6010	Technical Support Specialist	48,497.00
01	00	02	8201	0000	2181.00	6200	Adm. Records Coordinator	30,000.00

## JUSTIFICATION

In order to transfer to reserve for contingencies all projected salary savings for fiscal year 2010.

Fiscal Services		Board Action Date
<i>Campbell</i>		2/11/10
Batch Transfer Number/Reference #	Posted By:	Date:
100342	PO	1/12

# BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
1/13/10	District	Bruce Baron	

## ACCOUNT

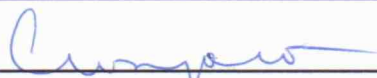
Fund	LfSp	Site	Program	Subpgm	Object	Type	Account Name	Amount in \$'s
<b>INCOME</b>								

## EXPENSE


01	00	02	8208	0000	2181.00	6450	Student Services Technician	40,152.00
01	00	02	8306	0000	2181.00	6920	Child Development Teacher	31,500.00
01	00	02	9002	0000	2181.00	6199	Web Developer	24,094.00
01	00	02	9505	0000	2181.00	6530	Custodian	33,792.00
01	00	03	9503	0000	2181.00	6770	Police Dispatcher	36,384.00
01	00	01	8106	0000	2181.00	6120	Library Media Clerk	33,234.00
01	00	01	8201	0000	2181.00	6200	Adm./Records Specialist	30,000.00
01	00	02	4692	0000	2203.00	0401	Lab Tech., Science	11,841.00
01	00	03	9200	0000	7900.00	6600	Reserve for Contingencies	-1,213,161.00

## JUSTIFICATION

In order to transfer to reserve for contingencies all projected salary savings for fiscal year 2010.

Fiscal Services		Board Action Date
		2/11/10
Batch Transfer Number/Reference #	Posted By:	Date:
160342	PD	11/2/10

# BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
12/17/09	SBVC	Dr. Debra S. Daniels	

**Account**

FU	LS	SI	PROG	SUBP	OBJECT	TYPE	ACCOUNT NAME	AMOUNT IN \$'s
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## INCOME



01	00	01	9002	0228	8616.00	0000	Basic Skills	\$25,873.00

## EXPENSE

01	00	01	9002	0228	5809.00	0000	Other Expense & Fees	\$25,873.00

## JUSTIFICATION

JUSTIFICATION
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Vice Chancellor, Fiscal Services	Chancellor	Board Action Date
		2/11/10
Batch Transfer Number/Reference #	Posted By:	Date:
100331		1/8

# Budget Adjustment 2009-2010

Date 12/1/2009	Location SBVC/EOP&S/CARE	Responsibility Center Manager Herbert L. English, Jr. Dr. Zelma Russ/ VP Damon Bell
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### INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	13	01	8209	0201	8622.00	0000	EOP&S	\$ (204,120.00)
01	13	01	8209	0201	8982	0000	District Contribution	\$ 20,734.00
<b>TOTAL</b>								<b>\$ (183,386.00)</b>

### EXPENSES

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	13	01	8209	0201	1480	6430	NON INSTRUCT HRLY	\$ (21,000.00)
01	13	01	8209	0201	2386	6430	SUBSTITUTE	\$ (10,000.00)
01	13	01	8209	0201	3180	6430	Benefits	\$ (4,494.00)
01	13	01	8209	0201	3423	6430	Benefits	\$ (4,406.00)
01	13	01	8209	0201	4500	6430	Non Instructional Supp	\$ (1,000.00)
01	13	01	8209	0201	5611	6430	CAR/VAN Rental	\$ (202.00)
01	13	01	8209	0201	5637	6430	Maint agree	\$ (500.00)
01	13	01	8209	0201	5640	6430	Office Equip repair	\$ (500.00)
01	13	01	8209	0201	5809	6430	Other Expenses/Fees	\$ (3,844.00)
01	13	01	8209	0201	7500	7320	Student Fin Aid	\$ (6,413.00)
01	13	01	8209	0201	7600	7320	Other Student Aid	\$ (131,027.00)
<b>TOTAL</b>								<b>\$ (183,386.00)</b>

### JUSTIFICATION

Augmentation adjustment made to reflect decrease in EOP&S budget for fiscal year 2009/2010.

Controller <i>Cumpton</i>	Chancellor	<i>2/11/10</i>
Batch Transfer Number/Reference # <i>100332</i>	Posted By: <i>SL</i>	<i>1/8</i>

# Budget Adjustment 2009-2010

RECEIVED  
S.B.V.C.

Date 12/1/2009	Location PRESIDENT'S OFFICE SBVC/EOP&S/CARE 09 DEC 14 AM 8:16	Responsibility Center Manager Herbert L. English, Jr. Dr. Zelma Russ/ VP Damon Bell
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VICE PRESIDENT OF  
STUDENT SERVICES

## INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	13	01	8209	0200	8629.00	0000	CARE	\$ (33,101.00)
01	13	01	8209	0200	8982.00	0000	District Contribution	\$ 14,698.00
								\$ -
<b>TOTAL</b>								<b>\$ (18,403.00)</b>

## EXPENSES

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	13	01	8209	0200	2181	6430	CLASS UNIT MEMBER	\$ (7,504.00)
01	13	01	8209	0200	5200	6430	Travel/Conference	\$ (1,500.00)
01	13	01	8209	0200	5809	6430	Other Expenses/Fees	\$ (1,000.00)
01	13	01	8209	0200	7500	7320	Student Fin Aid	\$ (8,000.00)
01	13	01	8209	0200	7600	7320	Other Student Aid	\$ (399.00)
								\$ -
<b>TOTAL</b>								<b>\$ (18,403.00)</b>

## JUSTIFICATION

Augmentation adjustment made to reflect decrease in CARE budget for fiscal year 2009/2010.

Controller <i>Cumyrow</i>	Chancellor	
Batch Transfer Number/Reference # 100233	Posted By: <i>Se</i>	2/11/10 1/8



## BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
12/16/09	CHC	Cheryl A. Marshall <i>cam</i>	<i>Gloria M. Harrison</i> Gloria M. Harrison

### INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	00	02	9002	0228	8616.00	0000	Basic Skills	\$6,000.00

### EXPENSE

01	00	02	9002	0228	5809.00	6600	Other Expenses and Fees	\$6,000.00

### JUSTIFICATION

Allocate to proper account.

Controller	Chancellor	Board Action Date
<i>Chapman</i>		2/11/10

Batch Transfer #/Ref #	Posted By	Date
150334	<i>se</i>	1/8

# BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
12-17-09	CHC Lib	Ted Phillips <i>TPH</i>	<i>Gloria M. Harrison</i> Gloria Harrison

## INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
01	34	02	8106	0000	8890.00	0000	Other Local Revenues	\$5,000.00

## EXPENSE

01	34	02	8106	0000	5637.00	6120	Maintentance	\$5,000.00

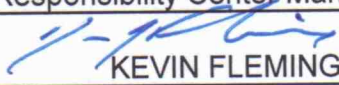

## JUSTIFICATION

TO PAY MAINTENTANCE FEES

Controller	Chancellor	Board Action Date
<i>[Signature]</i>		2/11/10

Batch Transfer #/Ref #	Posted By	Date
160336	SL	1/8

# BUDGET ADJUSTMENT

Date	Location	Responsibility Center Manager	President
1/7/10	ATTC	 KEVIN FLEMING	 MATTHEW ISAAC

## ACCOUNT


Fund	LfSp	Site	Program	Subpgm	Object	Type	Account Name	Amount in \$'s
01	00	03	8115	0474	8199.00	0000	CLEAN ENERGY PROGRAM	\$ 343,717.00
01	00	03	8115	0474	8659.00	0000	CLEAN ENERGY PROGRAM	\$ 525,934.00
								<b>\$ 869,651.00</b>

## EXPENSE

01	00	03	8115	0474	2100.00	6840	CLASSIFIED MANAGER	\$ 73,125.00
01	00	03	8115	0474	3000.00	6840	BENEFITS	\$ 20,000.00
01	00	03	8115	0474	2181.00	6840	CLASS NON-INSTRUCTIONAL	\$ 20,000.00
01	00	03	8115	0474	5120.00	6840	OUTSIDE SERVICES	\$ 669,441.00
01	00	03	8115	0474	6400.00	6840	EQUIPMENT	\$ 5,666.00
01	00	03	8115	0474	6410.00	6840	ADDT'L EQUIPMENT	\$ 17,000.00
01	00	03	8115	0474	5819.00	6840	INDIRECT CHARGES	\$ 64,419.00
								<b>\$ 869,651.00</b>

## JUSTIFICATION

BUDGET DEVELOPMENT FOR <sup>2010</sup>CA ENERGY COMMISSION GRANT

Fiscal Services		Board Action Date
		2/11/10
Batch Transfer Number/Reference #	Posted By:	Date:

**BUDGET ADJUSTMENT**

Date	Location	Responsibility Center Manager	President
1/6/2010	District	Bruce Baron	

INCOME

Fund	Lf Sp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s

EXPENSES

42	00	00	0000	0000	7900.00	7100	Reserve for Contingencies	-100,000.00
42	37	03	9508	0000	5112.00	7100	Consultants	18,000.00
42	37	03	9508	0000	5809.00	7100	Other Expenses & fees	82,000.00

\$ - \$ -

JUSTIFICATION

To set up Measure M budget for Project Management Search and various expenses

Controller	Chancellor	Board Action Date
<i>[Signature]</i>	<i>[Signature]</i> 1/6/10	2/11/10
Batch Transfer Number/Reference #	Posted By:	Date:
100337	se	1/8

PRESIDENT'S OFFICE, SBVC

**BUDGET ADJUSTMENT**

10 JAN -5 PM 2:22

Date	Location	Responsibility Center Manager	President
12/16/09	SBVC	<i>MTW</i> Melissa Thompson-Walker	<i>D. Daniels</i> D. Daniels 1/7/10

12-23-09P05:32 RCVD

Account:

Fund	LfSp	Site	Program	Subpro	Object	Type	Account Name	Amount in \$'s
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**INCOME**

72	00	01	8306	0208	8624.00	<del>6920</del> 0000	AB 172 Pre-Kindergarten Literacy Grant – Other categorical program allocation	\$87,659.50

**EXPENSE**

72	00	01	8306	0208	2380.00	6920	Part time Student Worker	\$10,000.00
72	00	01	8306	0208	2385.00	6920	Substitutes - hourly	\$10,000.00
72	00	01	8306	0208	4300.00	6920	Instructional Supplies	\$15,000.00
72	00	01	8306	0208	4500.00	6920	Non-Instructional Supplies	\$10,000.00
72	00	01	8306	0208	4700.00	6920	Food	\$35,000.00
72	00	01	8306	0208	5809.00	6920	Other Expenses and Fees	\$3,000.00
72	00	01	8306	0208	6400.00	6920	Additional Improvement Equipment	\$1,000.00
72	00	01	8306	0208	6410.00	6920	Additional Improvement Equipment - \$1,000 or more	\$2,000.00
72	00	01	8306	0208	4551.00	6920	Printing	\$1,659.50

Additional funds for Family Literacy Program for families of students in enrolled in the California Department of Education State Preschool Program (CSPP). See amended agreement attached.

	Board Action Date
<i>Cumyew</i>	2/11/10
	Date:

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Acting Chancellor  
PREPARED BY: Bruce Baron, Acting Chancellor  
Dr. Deb Daniels, SBVC President  
Gloria M. Harrison, CHC President  
DATE: February 11, 2010  
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

- I. 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**

**JOHN M. FUTCH** to Washington, D.C., February 7-10, 2010 to attend the Association of Community College Trustees Legislative Summit, with expenses.

**LARRY CIECALONE** to Las Vegas, Nevada, February 21-26, 2010 to attend National EBS Association Meeting, with time only. NEBSA 2010 will provide the opportunity to learn about and experience the latest information on a variety of EBS topics. Convention sessions will focus on issues that licensees need to know about as they seek to preserve and obtain the maximum benefit from their EBS Spectrum. This request is for time only; the KVCR Educational Foundation, Inc. will pay expenses.

**ANDREW CHANG** to Phoenix, Arizona, March 15-19, 2010 to configure and install F5 load balancing at the disaster recovery site, and work onsite with Dell and F5 engineers to integrate solution with primary site located at Valley College, with time and expenses. Edustream Grant to cover all costs.

**JOYCE BOND** to National Harbor, Maryland. March 27-31, 2010 to attend the 2010 Annual Datatel Conference, with time and expenses. Attendance at this conference will provide a forum for getting a firsthand look at new Datatel product releases and enhancements. The District will benefit by having proactive technical staff members who are able to incorporate solutions to problems experienced by other colleges.

**KRYSTEN NEWBURY** to Las Vegas, Nevada, February 23-24, 2010, to attend the Women in Law Enforcement Seminar, with time and expenses. This conference will provide additional training for the survival of female officers on the street.

## **SBVC**

**GLORIA FISHER**, March 16-20, 2010, to San Francisco, California, to attend the California Community College Association for Occupational Education conference, with time and expenses. Dr. Fisher is the administrator for SBVC's Perkins IV Career and Technical Education Grant and this conference will provide pertinent information for grant administrators.

## **CHC**

**DANIEL BAHNER** to Columbus, Ohio, March 9-13, 2010, to attend the 34<sup>th</sup> Annual National Association for Developmental Education Conference, with time and expenses. This conference offers workshops in the best practices in all of the components of CHC's basic skills program, as identified in the Title V grant and 2009-2010 Basic Skills Initiative Action Plan.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Acting Chancellor  
PREPARED BY: Bruce Baron, Acting Chancellor  
Dr. Debra S. Daniels, SBVC President  
Gloria M. Harrison, CHC President  
DATE: February 11, 2010  
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.

ANALYSIS

BOARD IMPERATIVE

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

Included in the 2009-10 budget.



## **DISTRICT**

Event: Robotics Camp  
Date: February 27, 2010 and March 6, 2010  
Amount: \$900.00  
Item: Food and supplies

The Applied Technology Training Center will host a youth robotics camp to promote Nanotechnology as part of Science, Technology, Engineering and Mathematics. Funded by the Nanotechnology grant.

Event: 2010 East Valley Community Partnership Dinner  
Date: March 18, 2010  
Amount: \$700.00  
Item: Food and supplies

The Professional Development Center will host a dinner for networking purposes and to inform the community of the current program activities. Funded by the Senate Bill 1133 grant.

Event: Pre-Conference Meeting  
Date: February 17, 2010  
Amount: \$500.00  
Item: Food and supplies

The Professional Development Center's Career Technical Education will meet with counselors and teachers for conference planning. Funded with the Senate Bill 1133 grant.

Event: ATTC Automation Lab Open House  
Date: February 24, 2010  
Amount: \$1,800.00  
Item: Catering

The Professional Development Center's Advanced Manufacturing training program will host an open house for the community to introduce the upcoming Maintenance Industrial training. Funded with the Job Development Incentive Funds grant.

Event: Robotics Competition  
Date: March 8-20, 2010 and May 1, 2010  
Amount: \$3,500.00 total  
Item: Food and supplies

The Professional Development Center's Career Technical Education program will host a community based outreach robotics competition to introduce robotic technology. Funded with the Senate Bill 1133 grant.

## **SBVC**

Event: Annual Spring Health Fair  
Date: April 21, 2010  
Amount: \$300  
Item: Health promotions and decorations

Sponsored by Student Health Services, this event will promote healthy habits and in turn will promote classroom success. Approximately 400 faculty, staff and students are expected to attend. Funding source is the Student Health Fees account.

Event: Transfer Student Celebration and Reception  
Date: May 6, 2010  
Amount: \$650  
Item: Refreshments and Awards

Previously approved at the December, 2009 board meeting for May 11, 2010, this event needed to be revised to May 6, 2010. Sponsored by the Transfer Center, this event for approximately 100 attendees will recognize and celebrate SBVC students who have been accepted and will be transferring to four-year institutions. The Transfer Center will work with the four-year university/college representatives in recognizing students. Funding source is the Transfer Center Trust account and Transfer Center General Fund account.

Event: Annual Volleyball Tournament  
Date: April 22, 2010  
Amount: \$200  
Item: Promotions and decorations

Sponsored by Student Health Services, this event will promote physical activity for approximately 100 faculty, staff and students. Funding source is the Student Health Fees account.

Event: 2010 Sixteenth Annual Golden Apple Awards  
Date: March 18, 2010  
Amount: \$300  
Item: Table Sponsor

SBVC will sponsor a table at the 2010 Sixteenth Annual Golden Apple Awards. Funding source is the Marketing and Public Relations general fund account.

Event: Field Trip to the Getty Center Conservation Lab  
Date: February 19, 2010  
Amount: \$1,400.00  
Item: Bus and Café Vouchers

The Math and Science Student Success Center is planning a field trip to the Getty Center Conservation Lab for approximately 36 students. This trip will address one of the objectives outlined in the grant. Funding source will be the Math and Science Center grant.

Event: Field Trip to UC Irvine Nuclear Reactor Lab  
Date: April 16, 2010  
Amount: \$1,000.00  
Item: Bus and UCI Dining Services

The Math and Science Student Success Center is planning a field trip to the UC Irvine Nuclear Reactor Lab for approximately 29 students. This trip will address one of the objectives outlined in the grant. Funding source will be the Math and Science Center grant.

Event: Perkins IV Act Spring Local Advisory Committee Meeting  
Date: February 16, 2010  
Amount: \$300.00  
Item: Lunch

The Perkins Act requires that an advisory committee meeting be held each spring. This meeting will include SBVC staff as well as off-campus guests. The anticipated attendance for this meeting is approximately 45. Funding source will be the Perkins IV grant.

Event: Student Assistance Program Daily Assistance  
Date: Spring and Summer, 2009  
Amount: \$2,000  
Item: Food and supplies

The Student Assistance Program provides daily assistance to students in need in the form of nutrition and supplies to ensure all students have the resources necessary to be successful. This amount is needed to reimburse Joan Harter for purchasing these supplies for the Program during the spring and summer of 2009. Funding source is the Community Development Block Grant. Ratification is requested due to the late approval from the county.

Event: 2010 Headdress Ball  
Date: April 24, 2010  
Amount: \$1,850  
Item: Corporate table sponsor

The annual Headdress Ball is one of two major philanthropic programs sponsored by the Assistance League of San Bernardino. Funding source is the Marketing account. Previously approved for the incorrect amount.

### **CHC**

Event: Student Recognition Dinner  
Date: April 30, 2010  
Amount: \$1,000.00  
Item: Awards/Plaques

Recognition awards will be presented to students being recognized for outstanding achievement.

Event: Honors Convocation  
Date: May 14, 2010  
Amount: \$600.00  
Item: Awards/Plaques

Recognition awards will be presented to students who have distinguished themselves as scholars, as active members of the college community, and as emerging leaders.

Event: CHC Commencement Reception  
Date: May 20, 2010  
Amount: \$700.00  
Item: Refreshments

Refreshments will be provided for the CHC Commencement platform party.

Event: CHC Commencement  
Date: May 20, 2010  
Amount: \$500.00  
Item: Commencement Speaker

Event: CHC Commencement  
Date: May 20, 2010  
Amount: \$3,000.00  
Item: Rentals (Chairs & Portable Toilets)

Event: CHC Commencement  
Date: May 20, 2010  
Amount: \$800.00  
Item: Music

Event: CHC Commencement  
Date: May 20, 2010  
Amount: \$4,500.00  
Item: Cap & Gown Rental

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Acting Chancellor  
PREPARED BY: Bruce Baron, Acting Chancellor  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Individual Memberships

RECOMMENDATION

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

OVERVIEW

ANALYSIS

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.

**Employee:** Daniel Bahner

**Dues:** National Council for Staff, Program & Organization Development (NCSPOD)

**Amount:** \$100.00

NCSPOD's mission is to increase institutional vitality by providing professional growth opportunities for members, enabling them to establish, enhance and revitalize staff, program and organizational development in their organizations. Membership dues will be funded by Title V.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
PREPARED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Authorized Signature List

RECOMMENDATION

It is recommended that the Board of Trustees approve the revised 2009-2010 Authorized Signature List.

OVERVIEW

The authorized signature list has been revised to delete Dr. Noelia Vela, add Bruce Baron as Acting Chancellor, and add Steve Sutorus as Business Manager.

ANALYSIS

BOARD IMPERATIVE

III. Resource management for efficiency, effectiveness, and excellence.

FINANCIAL IMPLICATIONS

None.

Attachment

2009-2010 AUTHORIZED SIGNATURE LIST  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

DISTRICT SIGNATURE - OFFICIAL DOCUMENTS

Bruce Baron, Acting Chancellor OR  
Bruce Baron, Vice Chancellor of Fiscal Services OR  
Steve Sutorus, Business Manager

CERTIFICATION OF BOARD MINUTES

Bruce Baron, Acting Chancellor OR  
Donald Singer, Board Clerk

SAN BERNARDINO COMMUNITY COLLEGE BOOKSTORE FUND

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Steve Sutorus, Business Manager

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CAFETERIA FUND

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services

ASSOCIATED STUDENT BODY, SBVC

Requisitions: Three signatures  
ASB officer AND  
ASB adviser AND  
Damon Bell, Vice President Student Services

Checks: One Signature  
Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Debra Daniels, College President

ASSOCIATED STUDENT BODY, CHC

Requisitions: Three signatures  
ASB officer AND  
ASB adviser AND  
Rebecca Warren-Marlatt, Vice President of Student Services OR  
Gloria Harrison, College President

Checks: One signature  
Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Gloria Harrison, College President

EMERGENCY LOANS & SCHOLARSHIPS, SBVC/CHC

Vice President of Student Services OR  
Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT REVOLVING CASH FUND

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Steve Sutorus, Business Manager



2009-2010 AUTHORIZED SIGNATURE LIST  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT MISCELLANEOUS COUNTY  
REVENUE CLEARING ACCOUNTS

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT SPECIAL ACCOUNTS

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services

NATIONAL DIRECT STUDENT LOAN FUNDS

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services

FINANCIAL AID

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Steve Sutorus, Business Manager

PERKINS (mailbox)

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services

SAFE DEPOSIT BOX

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Steve Sutorus, Business Manager

DISTRICT ORDERS FOR COMMERCIAL WARRANTS

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Steve Sutorus, Business Manager

DISTRICT ORDERS FOR PAYROLL WARRANTS

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services

COUNTY NOTICES OF EMPLOYMENT

Renee Brunelle, Vice Chancellor of Human Resources OR  
Bruce Baron, Vice Chancellor of Fiscal Services OR  
Bruce Baron, Acting Chancellor

BUDGET/EXPENDITURE TRANSFERS

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Steve Sutorus, Business Manager

AUTHORIZATION FOR ADVANCE TRAVEL PAY

Bruce Baron, Acting Chancellor OR  
Bruce Baron, Vice Chancellor of Fiscal Services

DISTRICT CONTRACTS/AGREEMENTS

Bruce Baron, Acting Chancellor OR  
Steve Sutorus, Business Manager OR  
Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR

PURCHASE ORDERS

Bruce Baron, Vice Chancellor of Fiscal Services OR  
Crispina R. Ongoco, Director of Fiscal Services OR  
Steve Sutorus, Business Manager

REVISED 01-15-10

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice-Chancellor, Fiscal Services  
PREPARED BY: Steve Sutorus, Business Manager  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Purchasing from Western States Contracting Alliance – WSCA

RECOMMENDATION

It is recommended that the Board of Trustees approve the purchasing from WSCA for fiscal year 2009-2010.

OVERVIEW

This purchasing group is a national cooperative purchasing program that gives the District the advantage of nationwide volume pricing. The vendors must satisfy many competitive bidding requirements to be considered as a WSCA vendor. This action is required to be taken by the Board annually.

ANALYSIS

This will save the District time, resources and cost by purchasing from WSCA.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence

FINANCIAL IMPLICATIONS

Purchases would be supported by a fully funded purchase order.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Acting Chancellor  
PREPARED BY: Bruce Baron, Acting Chancellor  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Student Trustees' Privilege to Receive Compensation and to Cast Advisory Vote

RECOMMENDATION

It is recommended that the Board of Trustees approve the following privileges for Student Trustees per Board Policy 2060: Receive compensation for meeting attendance at \$50 per month and cast an advisory vote.

OVERVIEW

Per Board Policy 2060, the Board shall include two non-voting student members, one representing each college. The term of office is one year commencing at the first Board meeting in June and terminating on the last Board meeting in May of each academic year.

On or before May 15 of each year, the Board shall consider whether to afford the student members the privilege to receive compensation for meeting attendance at the level of \$50 per month and to afford the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board.

ANALYSIS

BOARD IMPERATIVE

IV. Enhanced and Informed Governance and Leadership

FINANCIAL IMPLICATIONS

\$50 monthly stipend for student trustees is budgeted annually.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Acting Chancellor

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

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

DATE: February 11, 2010

SUBJECT: Consideration of Approval of SBCCD Discrimination Complaint Procedures

RECOMMENDATION

It is recommended that the Board of Trustees approve the SBCCD Discrimination Complaint Procedures.

OVERVIEW

The attached SBCCD Discrimination Complaint Procedures Plan has gone through the collegial consultation process and is recommended for approval. The SBCCD Discrimination Complaint Procedures was derived from the Model Policy that the State Chancellor's Office disseminated to all California Community Colleges. The changes are in italics.

ANALYSIS

The SBCCD is constantly reviewing its Board Policies and Administrative Procedures to ensure compliance with Title 5, CA Education Code and current District/College needs.

BOARD IMPERATIVE

Institutional Effectiveness.

FINANCIAL IMPLICATIONS

No financial impact.

# **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

*Unlawful Discrimination and  
Sexual Harassment:  
Complaint and Investigation  
Procedures for Employees  
and Students*



**Policy and Procedures for  
Handling Complaints of Unlawful Discrimination  
Under Title 5 Sections 59300 et seq.**

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## Introduction and Scope

These are the written policies and procedures for filing and processing complaints of unlawful discrimination at *San Bernardino Community College District*. These policies and procedures incorporate the legal principles contained in nondiscrimination provisions of the California Code of Regulations, title 5, sections 59300 et seq. as well as other state and federal substantive and procedural requirements.

A copy of these written policies on unlawful discrimination will be displayed in a prominent location in the *Office of Human Resources, San Bernardino Valley College President's Office, Crafton Hills College President's Office main administrative building or other area where notices regarding the institution's rules, regulations, procedures, and standards of conduct are posted.*

*Authority: 20 U.S.C. § 1681 et seq.; Ed. Code, §§ 66270, 66271.1, 66281.5; Gov. Code, §§ 11135-11139.5; Cal. Code Regs., tit. 5, § 59326. Reference: Cal. Code Regs., tit. 5, §§ 59300 et seq.; 34 C.F.R. § 106.8(b).*

## Unlawful Discrimination Policy

The policy of the *San Bernardino Community College District* is to provide an educational and employment environment in which no person shall be unlawfully denied full and equal access to, the benefits of, or be unlawfully subjected to discrimination, in whole or in part, on the basis of ethnic group identification, national origin, religion, age, sex or gender, race, color, ancestry, sexual orientation, or physical or mental disability, or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, in any program or activity that is administered by, funded directly by, or that receives any financial assistance from the State Chancellor or Board of Governors of the California Community Colleges.

The policy of the *San Bernardino Community College District* is to provide an educational and employment environment free from unwelcome sexual advances, requests for sexual favors, sexual favoritism, or other verbal or physical conduct or communications constituting sexual harassment.

The policy of *San Bernardino Community College District* is to comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 in the development, procurement, maintenance, or use of electronic or information technology and respond to and resolve unlawful discrimination complaints regarding accessibility. Such complaints will be treated as complaints of discrimination on the basis of disability.

Employees, students, or other persons acting on behalf of the *District* who engage in unlawful discrimination as defined in this policy or by state or federal law may be subject to discipline, up to and including discharge, expulsion, or termination of contract.



In so providing, the *San Bernardino Community College District* hereby implements the provisions of California Government Code sections 11135 through 11139.5, the Sex Equity in Education Act (Ed. Code, § 66250 et seq.), title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12100 et seq.) and the Age Discrimination Act (42 U.S.C. § 6101).

*Authority: Cal. Code Regs., tit. 5, § 59300; Ed. Code §§ 66250 et seq., 66271.1, 66700, and 70901; Gov. Code § 11138. Reference: Ed. Code §§ 66250 et seq. and 72011; Gov. Code, §§ 11135-11139.5; Penal Code §§ 422.6 and 422.55; 20 U.S.C. § 1681; 29 U.S.C. §§ 794 and 794d; 42 U.S.C. §§ 6101, 12100 et seq. and 2000d; 36 C.F.R. § 1194.*

### **Retaliation**

It is unlawful for anyone to retaliate against someone who files an unlawful discrimination complaint, who refers a matter for investigation or complaint, who participates in an investigation of a complaint, who represents or serves as an advocate for an alleged victim or alleged offender, or who otherwise furthers the principles of this unlawful discrimination policy.

*Authority: 20 U.S.C. §§ 1681 et seq.; 34 C.F.R. § 106; Cal. Code Regs., tit. 5, §§ 59300 et seq.; Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, Title IX, Office for Civil Rights, January 19, 2001.*

### **Responsible District Officer**

The *San Bernardino Community College District* has identified the Vice Chancellor of Human Resources & Employee Relations to the State Chancellor's Office and to the public as the single *District* officer responsible for receiving all unlawful discrimination complaints filed pursuant to title 5, section 59328, and for coordinating their investigation. Informal charges of unlawful discrimination should be brought to the attention of the responsible district officer, who shall oversee the informal resolution process pursuant to section 59327. The actual investigation of complaints may be assigned to other staff or to outside persons or organizations under contract with the *District*. Such delegation procedures will be used whenever the officer designated to receive complaints is named in the complaint or is implicated by the allegations in the complaint.

Administrators, faculty members, other *District* employees, and students shall direct all complaints of unlawful discrimination to the responsible *District* officer.

*Authority: Cal. Code Regs., tit. 5, § 59324; 34 C.F.R. § 106.8.*

### **Informal/Formal Complaint Procedure**

When a person brings charges of unlawful discrimination to the attention of the *District's* responsible officer, that officer will:

- (1) Undertake efforts to informally resolve the charges;
- (2) Advise the complainant that he or she need not participate in informal resolution;
- (3) Notify the person bringing the charges of his or her right to file a formal complaint and explain the procedure for doing so;
- (4) *Assure the complainant that he or she will not be required to confront, or work out problems with, the person accused of unlawful discrimination;*
- (5) Advise the complainant that he or she may file a nonemployment-based complaint with the Office for Civil Rights of the U.S. Department of Education (OCR) where such a complaint is within that agency's jurisdiction.
- (6) If the complaint is employment-related, the complainant should also be advised that he or she may file a complaint with the U.S. Equal Employment Opportunity Commission (EEOC) and/or the California Department of Fair Employment and Housing (DFEH) where such a complaint is within that agency's jurisdiction.

Efforts at informal resolution need not include any investigation unless the responsible *District* officer determines that an investigation is warranted by the seriousness of the charges. Selecting an informal resolution does not extend the time limitations for filing a formal complaint. Efforts at informal resolution may continue after the filing of a formal written complaint, but after a complaint is filed an investigation is required to be conducted pursuant to title 5, section 59334, and will be completed unless the matter is informally resolved and the complainant dismisses the complaint. *Even if the complainant does dismiss the complaint, the responsible district officer may require the investigation to continue if he or she determines that the allegations are serious enough to warrant an investigation.* Any efforts at informal resolution after the filing of a written complaint will not exceed the 90-day period for rendering the administrative determination pursuant to title 5, section 59336.

In employment-related cases, if the complainant also files with the Department of Fair Employment and Housing or with the U.S. Equal Employment Opportunity Commission, a copy of that filing will be sent to the State Chancellor's Office requesting a determination of whether a further investigation under title 5 is required. Unless the State Chancellor's Office determines that a separate investigation is required, the District will discontinue its investigation under title 5 and the matter will be resolved through the Department of Fair Employment and Housing or the U.S. Equal Employment Opportunity Commission.

The *District* will allow for representation where required by law and may allow for representation for the accused and complainant in other circumstances on a case by case basis.

*Authority: Cal. Code Regs., tit. 5, §§ 59327, 59328, 59334, 59336, and 59339; NLRB v. Weingarten, Inc. (1975) 420 U.S. 251.*

## **Filing of Formal Written Complaint**

If a complainant decides to file a formal written unlawful discrimination complaint against the *District*, he or she must file the complaint on a form prescribed by the State Chancellor. These approved forms are available from the *District* and also at the State Chancellor's website, as follows:

<http://www.cccco.edu/SystemOffice/Divisions/Legal/Discrimination/tabid/294/Default.aspx>

The completed form must be filed with the *District* representative or mailed directly to the State Chancellor's Office of the California Community Colleges.

Once a complaint is filed, the individual(s) accused of engaging in prohibited discriminatory conduct should be advised of that filing and the general nature of the complaint. This should occur as soon as possible and in a manner that is appropriate under the circumstances. The *District* will also advise the accused that an assessment of the accuracy of the allegations has not yet been made, that the complaint will be investigated, that the accused will be provided an opportunity to present his/her side of the matter, and that any conduct that could be viewed as retaliatory against the complainant or any witnesses must be avoided.

*Authority: Cal. Code Regs., tit. 5, §§ 59311 and 59328.*

### **Threshold Requirements Prior to Investigation of a Formal Written Complaint**

When a formal written complaint is filed it will be reviewed to determine if the complaint meets the following requirements:

- The complaint must be filed on a form prescribed by the State Chancellor's Office.
- The complaint must allege unlawful discrimination prohibited under title 5, section 59300.
- The complaint must be filed by one who alleges that he or she has personally suffered unlawful discrimination or by one who has learned of such unlawful discrimination in his or her official capacity as a faculty member or administrator.
- In any complaint not involving employment, the complaint must be filed within one year of the date of the alleged unlawful discrimination or within one year of the date on which the complainant knew or should have known of the facts underlying the specific incident or incidents of alleged unlawful discrimination
- In any complaint alleging discrimination in employment, the complaint shall be filed within 180 days of the date the alleged unlawful discrimination occurred, except that this period will be extended by no more than 90 days following the expiration of that 180 days if the complainant first obtained knowledge of the facts of the alleged violation after the expiration of 180 days.

*Authority: Cal. Code Regs., tit. 5, § 59328.*

## Defective Complaint

If a complaint is found to be defective it will be immediately returned to the complainant with a complete explanation of why an investigation will not be initiated under California Code of Regulations, title 5, section 59300 et seq. The notice will inform the complainant that the complaint does not meet the requirements of section 59328, and shall specify in what requirement the complaint is defective. A copy of the notice to the complainant will also be sent to the State Chancellor's Office.

*Authority: Cal. Code Regs., tit. 5, §§ 59328, 59332.*

## Notice to State Chancellor or District

A copy of all formal complaints filed in accordance with the title 5 regulations will be forwarded to the State Chancellor's Office immediately upon receipt, regardless of whether the complaint is brought by a student or by an employee. Similarly, when the State Chancellor's Office receives a complaint a copy will be forwarded to the *District*.

*Authority: Cal. Code Regs., tit. 5, § 59330.*

## Administrative Determination

In any case not involving employment discrimination, within 90 days of receiving an unlawful discrimination complaint filed under title 5, sections 59300 et seq., the responsible *District* officer will complete the investigation and forward a copy of the investigative report to the State Chancellor, a copy or summary of the report to the complainant, and written notice setting forth all the following to both the complainant and the State Chancellor:

- (a) the determination of the chief executive officer or his/her designee as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;
- (b) a description of actions taken, if any, to prevent similar problems from occurring in the future;
- (c) the proposed resolution of the complaint; and
- (d) the complainant's right to appeal to the *District* governing board and the State Chancellor.

In any case involving employment discrimination, within 90 days of receiving an unlawful discrimination complaint filed under title 5, sections 59300, et seq., the responsible *District* officer will complete the investigation and forward a copy or summary of the report to the complainant, and written notice setting forth all the following to the complainant:

- (a) the determination of the chief executive officer or his/her designee as to whether there is probable cause to believe discrimination occurred with respect to each allegation in the complaint;
- (b) a description of actions taken, if any, to prevent similar problems from occurring in the future;
- (c) the proposed resolution of the complaint; and
- (d) the complainant's right to appeal to the District governing board and to file a complaint with the Department of Fair Employment and Housing.

The *District* will keep these documents on file for a period of at least three years after closing the case, and make them available to the State Chancellor upon request.

The *San Bernardino Community College District* recognizes the importance of and is therefore committed to completing investigations and resolving complaints as quickly as possible, consistent with the requirements for a thorough investigation.

*Authority: Cal. Code Regs., tit. 5, § 59336.*

### **Complainant's Appeal Rights**

Complainants have appeal rights that they may exercise if they are not satisfied with the results of the *District's* administrative determination. At the time the administrative determination and summary is mailed to the complainant, the responsible *District* officer or his/her designee shall notify the complainant of his or her appeal rights as follows:

- First level of appeal: The complainant has the right to file an appeal to the *District's* governing board within 15 days from the date of the administrative determination. The *District's* governing board will review the original complaint, the investigative report, the administrative determination, and the appeal.
- The *District's* governing board will issue a final *District* decision in the matter within 45 days after receiving the appeal. Alternatively, the *District's* governing board may elect to take no action within 45 days, in which case the original decision in the administrative determination will be deemed to be affirmed and shall become the final *District* decision in the matter. A copy of the final decision rendered by the *District's* governing board will be forwarded to the complainant and to the State Chancellor's Office.
- Second level of appeal: The complainant has the right to file an appeal with the California Community College Chancellor's Office in any case not involving employment-related discrimination within 30 days from the date that the governing board issues the final *District* decision or permits the administrative determination to become final by taking no action within 45 days. The appeal must be accompanied by a copy of the decision of the governing board or evidence showing the date on which the complainant filed an appeal with the governing board, and a statement under penalty of perjury that no response was received from the governing board within 45 days from that date. In any case

involving employment discrimination, the complainant has the right to file a complaint with the Department of Fair Employment and Housing (DFEH) where the case is within the jurisdiction of that agency.

Complainants must submit all appeals in writing.

*Authority: Cal. Code Regs., tit. 5, §§ 59338 and 59339.*

### **Provision of Information to State Chancellor**

In any case not involving employment discrimination, within 150 days of receiving a complaint, the responsible *District* officer will either:

Forward the following to the State Chancellor:

- A copy of the final *District* decision rendered by the governing board or a statement indicating the date on which the administrative determination became final as a result of taking no action on the appeal within 45 days.
- A copy of the notice of appeal rights the *District* sent the complainant.
- Any other information the State Chancellor may require; or

Notify the State Chancellor that the complainant has not filed an appeal with the district governing board and that the *District* has closed its file.

The *District* will keep these documents on file for a period of at least three years after closing the case, and in any case involving employment discrimination, make them available to the State Chancellor upon request.

*Authority: Cal. Code Regs., tit. 5, §§ 59338 and 59340.*

### **Extensions**

If for reasons beyond its control, the *District* is unable to comply with the 90-day or 150-day deadlines specified above for submission of materials to the complainant and the State Chancellor's Office, the responsible *District* officer will file a written request that the State Chancellor grant an extension of the deadline. Where an extension is deemed necessary by the *District*, it must be requested from the State Chancellor regardless of whether or not the case involves employment discrimination. The request will be submitted no later than 10 days prior to the expiration of the deadlines established by title 5 in sections 59336 and/or 59340 and will set forth the reasons for the request and the date by which the *District* expects to be able to submit the required materials.

A copy of the request for an extension will be sent to the complainant, who will be advised that he or she may file written objections with the State Chancellor within 5 days of receipt.

The State Chancellor may grant the request unless delay would be prejudicial to the investigation. If an extension of the 90-day deadline is granted by the State Chancellor the 150-day deadline is automatically extended by an equal amount.

*Authority: Cal. Code Regs., tit. 5, § 59342.*

## Definitions

Definitions applicable to nondiscrimination policies are as follows:

- "Appeal" means a request by a complainant made in writing to the *San Bernardino Community College District* governing board pursuant to title 5, section 59338, and/or to the State Chancellor's Office pursuant to title 5, section 59339, to review the administrative determination of the *District* regarding a complaint of discrimination.
- "Association with a person or group with these actual or perceived characteristics" includes advocacy for or identification with people who have one or more characteristics of a protected category listed under "Unlawful Discrimination Policy" and title 5, section 59300, participation in a group associated with persons having such characteristics, or use of a facility associated with use by such persons.
- "Complaint" means a written and signed statement meeting the requirements of title 5, section 59328 that alleges unlawful discrimination in violation of the nondiscrimination regulations adopted by the Board of Governors of the California Community Colleges, as set forth at title 5, sections 59300 et seq.
- "Days" means calendar days.
- "Gender" means sex, and includes a person's gender identity and gender related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.
- "Mental disability" includes, but is not limited to, all of the following:
  - (1) Having any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity. For purposes of this section:
    - (A) "Limits" shall be determined without regard to mitigating measures, such as medications, assistive devices, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.
    - (B) A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult.
    - (C) "Major life activities" shall be broadly construed and shall include physical, mental, and social activities and working.
  - (2) Any other mental or psychological disorder or condition not described in paragraph (1) that requires specialized supportive services.
  - (3) Having a record or history of a mental or psychological disorder or condition described in paragraph (1) or (2), which is known to the *District*.

- (4) Being regarded or treated by the *District* as having, or having had, any mental condition that makes achievement of a major life activity difficult.
- (5) Being regarded or treated by the *District* as having, or having had, a mental or psychological disorder or condition that has no present disabling effect, but that may become a mental disability as described in paragraph (1) or (2). "Mental disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.
- "Physical disability" includes, but is not limited to, all of the following:
  - (1) Having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:
    - (A) Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.
    - (B) Limits a major life activity. For purposes of this section:
      - (i) "Limits" shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.
      - (ii) A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity if it makes the achievement of the major life activity difficult.
      - (iii) "Major life activities" shall be broadly construed and include physical, mental, and social activities and working.
  - (2) Any other health impairment not described in paragraph (1) that requires specialized supportive services.
  - (3) Having a record or history of a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment described in paragraph (1) or (2), which is known to the *District*.
  - (4) Being regarded or treated by the *District* as having, or having had, any physical condition that makes achievement of a major life activity difficult.
  - (5) Being regarded or treated by the *District* as having, or having had, a disease, disorder, condition, cosmetic disfigurement, anatomical loss, or health impairment that has no present disabling effect but may become a physical disability as described in paragraph (1) or (2).
  - (6) "Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.
- "*District*" means the *San Bernardino Community College District* or any District program or activity that is funded directly by the state or receives financial assistance from the state. This includes the District Personnel Commission and any other organization associated with the District or its college(s) that receives state funding or financial assistance through the District.
- "Responsible District Officer" means the officer identified by the District to the State Chancellor's Office as the person responsible for receiving complaints filed



pursuant to title 5, section 59328, and coordinating their investigation. *The Responsible District Officer for San Bernardino Community College District is the Vice Chancellor of Human Resources and Employee Relations.*

- "Sex" includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth. 'Sex' also includes, but is not limited to, a person's gender, as defined in section 422.56 of the Penal Code. Discrimination on the basis of sex or gender also includes sexual harassment.
- "Sexual harassment" is unlawful discrimination in the form of unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the workplace or in the educational setting, and includes but is not limited to:
  - (1) Making unsolicited written, verbal, physical, and/or visual contacts with sexual overtones. (Examples of possible sexual harassment that appear in a written form include, but are not limited to: suggestive or obscene letters, notes, and/or invitations. Examples of possible visual sexual harassment include, but are not limited to: leering, gestures, display of sexually aggressive objects or pictures, cartoons, or posters.)
  - (2) Continuing to express sexual interest after being informed that the interest is unwelcomed.
  - (3) Making reprisals, threats of reprisal, or implied threats of reprisal following a rebuff of harassing behavior. The following are examples of conduct in an academic environment that might be found to be sexual harassment: threatening to withhold, or actually withholding, grades earned or deserved; suggesting a poor performance evaluation will be prepared; or suggesting a scholarship recommendation or college application will be denied.
  - (4) Engaging in explicit or implicit coercive sexual behavior within the work environment which is used to control, influence, or affect the employee's career, salary, and/or work environment.
  - (5) Engaging in explicit or implicit coercive sexual behavior within the educational environment that is used to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
  - (6) Offering favors or educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.
  - (7) Awarding educational or employment benefits, such as grades or duties or shifts, recommendations, reclassifications, etc., to any student or employee with whom the decision maker has a sexual relationship and denying such benefits to other students or employees.
- "Sexual orientation" means heterosexuality, homosexuality, or bisexuality.
- "Unlawful discrimination" means discrimination based on a category protected under title 5, section 59300, including retaliation and sexual harassment.

*Authority: Gov. Code, § 12926; Cal. Code Regs., tit. 5, §§ 59300, 59311; Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, Title IX, Office for Civil Rights, January 19, 2001.*

## Confidentiality of the Process

Investigative processes can best be conducted within a confidential climate. Therefore, the *District* does not reveal information about such matters except as necessary to fulfill its legal obligations.

Potential complainants are sometimes reluctant to pursue a complaint if their names will be revealed. The inability to reveal the name of a complainant or facts that are likely to reveal the identity of the complainant can severely limit the ability of the *District* to respond. Complainants must also recognize that persons who are accused of wrongdoing have a right to present their side of the matter, and this right may be jeopardized if the *District* is prohibited from revealing the name of the complainant or facts that are likely to disclose the identity of the complainant.

If a complainant insists that his or her name not be revealed, the responsible officer should take all reasonable steps to investigate and respond to the complaint consistent with the complainant's request as long as doing so does not jeopardize the rights of other students or employees.

It is also important that complainants and witnesses understand the possibility that they may be charged with allegations of defamation if they circulate the charges outside of the *District's* process. In general, persons who are participating in a *District* investigative or disciplinary process that is related to a charge of discrimination are protected from tort claims such as defamation. However, persons who make allegations outside of these processes or who discuss their claims with persons outside of the process may expose themselves to tort charges. Complainants, witnesses, and those accused of discrimination will all be asked to sign a confidentiality acknowledgement statement.

Where an investigation reveals the need for disciplinary action, the complainant may wish to have information about what disciplinary actions the *District* took. However, the privacy rights of the persons involved often prevent the *District* from providing such information. In student disciplinary actions for sexual assault/physical abuse charges, Education Code section 76234 provides that the victim shall be informed of the disciplinary action, but that the victim must keep the information confidential. Disciplinary actions taken against employees are generally considered confidential.

*Authority: Cal. Const. Art. I, § 1; Civil Code § 47; Ed. Code, §§ 76234 and 87740; Silberg v. Anderson (1990) 50 Cal.3d. 205; Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, Title IX, Office for Civil Rights, January 19, 2001.*

## Notice, Training, and Education for Students and Employees

The *San Bernardino Community College District's* responsible officer shall make arrangements for or provide training to employees and students on the *District's* unlawful discrimination policy and procedures. Faculty members, members of the administrative

staff, and members of the support staff will be provided with a copy of the *District's* written policy on unlawful discrimination at the beginning of the first quarter or semester of the college year after the policy is adopted.

All District employees will receive this training and a copy of the unlawful discrimination policies and procedures during the first year of their employment. Because of their special responsibilities under the law, supervisors will undergo mandatory training within six months of assuming a supervisory position and annually thereafter. In years in which a substantive policy or procedural change has occurred all *District* employees will attend a training update and/or receive a copy of the revised policies and procedures.

A training program or informational services will be made available to all students at least once annually. The student training or informational services will include an explanation of the policy, how it works, and how to file a complaint. In addition, a copy of the *District's* written policy on unlawful discrimination, as it pertains to students, will be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session, as applicable.

*Authority: Ed. Code, § 66281.5; Cal. Code Regs., tit. 5, §§ 59324 and 59326. Reference: Cal. Code Regs., tit. 5, §§ 59300 et seq.; 34 C.F.R. § 106.8(b).*

### **Academic Freedom**

The *San Bernardino Community College District* governing Board reaffirms its commitment to academic freedom, but recognizes that academic freedom does not allow any form of unlawful discrimination. It is recognized that an essential function of education is a probing of opinions and an exploration of ideas that may cause some students discomfort. It is further recognized that academic freedom insures the faculty's right to teach and the student's right to learn. Finally, nothing in these policies and procedures shall be interpreted to prohibit bona fide academic requirements for a specific community college program, course or activity.

When investigating unlawful discrimination complaints containing issues of academic freedom *San Bernardino Community College District* will consult with a faculty member appointed by the Academic Senate with respect to contemporary practices and standards for course content and delivery.

*Reference: Cohen v. San Bernardino Valley College (1995) 883 F.Supp. 1407, 1412-1414, affd. in part and revd. in part on other grounds, (1996) 92 F.3d 968; Cal. Code Regs., tit. 5, § 59302.*

### **Record Retention**

Unlawful discrimination records that are part of an employee's employment records may be classified as Class-1 Permanent records and retained indefinitely or microfilmed in accordance with title 5, California Code of Regulations, section 59022. Unlawful

discrimination records of a student that are deemed worthy of preservation but not classified as Class-1 Permanent may be classified as Class-2 Optional records or as Class-3 Disposable records. Class-2 Optional records shall be retained until reclassified as Class-3 Disposable Records. Class-3 Disposable Records shall be retained for a period of three years after being classified as Class-3 Disposable records.

Records related to a student discrimination complaint will be deemed worthy of preservation if, at the end of three years after the case is closed, a complaint on similar grounds has been filed against the same employee. In such cases, the records shall continue to be classified as Class 2 records and shall not be reclassified as Class-3 Disposable Records until complaints against that particular employee have been resolved.

*Authority: Cal. Code Regs., tit. 5, § 59020.*

**INFORMAL COMPLAINT PROCEDURES REQUEST FORM**

(To be completed by the employee or student Complainant and submitted to Responsible District Officer)

Print Complainant Name: \_\_\_\_\_

Date Filed with Responsible District Officer: \_\_\_\_\_

I am currently:

\_\_\_\_\_ A District Employee: Job Title \_\_\_\_\_ Phone # \_\_\_\_\_

\_\_\_\_\_ A student at: (College) \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Home Telephone ( ) \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_ E mail \_\_\_\_\_

I have been advised of the District policies and procedures for both Informal and Formal complaints of unlawful discrimination and sexual harassment.

I hereby request an Informal Resolution of my complaint against: \_\_\_\_\_

Clearly describe your complaint, including applicable dates, times and locations (attached additional sheets as needed):

What would you like the District to do as the result of your complaint (what remedy are you seeking)?

I certify that the information included on this form is true and accurate to the best of my knowledge. I hereby agree to participate in the District's Informal Complaint Procedures process.

Complainant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Responsible District Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### Unlawful Discrimination Complaint Form

**Name:** \_\_\_\_\_  
Last First

**Address:** \_\_\_\_\_  
Street or P.O. Box City State Zip

**Phone:** Day (\_\_\_\_) \_\_\_\_\_ Evening (\_\_\_\_) \_\_\_\_\_

**I Am A:**     Student     Employee     Other: \_\_\_\_\_

**I Wish To Complain Against:** \_\_\_\_\_

**District:** \_\_\_\_\_ **College:** \_\_\_\_\_

**Date of Most Recent Incident of Alleged Discrimination:** \_\_\_\_\_  
(Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination.)

**I Allege Discrimination Based on the Following Category Protected under Title 5 (you must select at least one):**

<input type="checkbox"/> Age	<input type="checkbox"/> Ethnic Group Identification	<input type="checkbox"/> Physical Disability	<input type="checkbox"/> Retaliation**
<input type="checkbox"/> Ancestry	<input type="checkbox"/> Mental Disability	<input type="checkbox"/> Race	<input type="checkbox"/> Sex/Gender (includes Harassment)
<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Religion	<input type="checkbox"/> Sexual Orientation

Perceived to be in protected category or associated with those in protected category

**Clearly state your complaint. Describe each incident of alleged discrimination separately. For each incident provide the following information: 1) date(s) the discriminatory action occurred; 2) name of individual(s) who discriminated; 3) what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of your religion, age, race, sex or whatever basis you indicated above. \*\*If applicable, explain why you believe you were retaliated against for filing a complaint or asserting your right to be free from discrimination on any of the above grounds. (Attach additional pages as necessary.)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**What would you like the District to do as a result of your complaint -- what remedy are you seeking?** \_\_\_\_\_

\_\_\_\_\_

**I certify that this information is correct to the best of my knowledge.**

\_\_\_\_\_ \_\_\_\_\_  
Signature of Complainant Date

Send **Original** to the District, or:      Chancellor's Office, California Community Colleges  
 1102 Q Street, Sacramento, California 95811-6549  
 Attention: Legal Affairs Division

(Revised 02/08)



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees

FROM: Bruce Baron, Acting Chancellor

REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services

PREPARED BY: Lawrence J. Klumas, Bond Program Director

DATE: February 11, 2010

SUBJECT: Consideration of Approval of Bond Measure P Construction Change Orders and Contract Amendments

RECOMMENDATION

It is recommended that the Board of Trustees approve this single action item consisting of 10 change orders (CO) and 0 contract amendments (CA) for the Bond Measure P Capital Improvement Program (CIP) construction contracts at CHC and SBVC, as listed in the tables below.

<b>Crafton Hills College – Community Recreation Facility</b>						
	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
Condor, Inc.	CO-01	\$1,148,300	\$0	\$38,813	\$1,187,113	3.38
<b>Crafton Hills College – Infrastructure 2, 3, &amp; 4</b>						
	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
Couts Heating & Cooling, Inc.	CO-01	\$5,677,000	\$0	(\$38,088)	\$5,638,912	-0.67
Fischer, Inc.	CO-02	\$1,491,000	\$47,592	\$42,974	\$1,581,566	6.07
RIS Electrical Contractors, Inc.	CO-03	\$1,973,000	\$181,499	\$64,881	\$2,219,380	9.51
Total Proposed Changes				\$69,767		
<b>San Bernardino Valley College – Media/Communications</b>						
	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
RB Sheet Metal	CO-02	\$280,000	\$4,152	\$500	\$284,652	1.66
Bell Roof Company	CO-02	\$293,673	\$1,288	(\$20,000)	\$264,961	-6.60
Sierra Lathing	CO-03	\$820,000	\$14,038	\$8,012	\$842,050	2.69
Daniel's Electric	CO-07	\$1,283,000	\$76,784	\$5,826	\$1,365,610	6.44
Total Proposed Changes				(\$5,662)		



**San Bernardino Valley College – North Hall**

	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
Inland Building Company	CO-04	\$1,264,000	\$902	(\$5,985)	\$1,258,917	-0.40

**San Bernardino Valley College – Chemistry/Physical Science**

	<u>Change #</u>	<u>Original Contract</u>	<u>Previous Changes</u>	<u>Proposed Changes</u>	<u>New Contract</u>	<u>Total CO %</u>
Perfection Glass, Inc.	CO-01	\$443,600	\$0	\$512	\$444,112	0.12

OVERVIEW

Construction change orders 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. California Public Contract Code 20118.4 establishes a guideline that limits construction contract change orders to 10% of the base contract amount.

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. Amendments alter the base contract amount and are not limited to the 10% guideline.

All change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and District staff. Nonessential changes are rejected and never receive approval. Any changes determined to be essential to the health of the project and of major benefit to the District are approved and implemented.

ANALYSIS

Construction contract amendments and change orders submitted for approval this month total \$97,445.00. The percentage for this month's change orders is 0.10% of the total Measure P construction contracts of \$101,271,667.

The overall impact of amendments and change orders increases the Bond Measure P CIP construction contracts by \$2,592,292. The new overall Measure P change order percentage is 2.56%. The cost of these changes will be absorbed by bid savings and does not affect the budget. The construction projects remain within the approved budget.

BOARD IMPERATIVE

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

FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

9617  
Project Number

C.O.: 01

**CHANGE ORDER**

Original Contract Amount: \$1,148,300.00  
Amount Previous Change Orders: \$0.00

\* Note: This is Change Order No. 01 for Contract CCRF01:17

School Name:	Crafton Hills College	Date:	1/5/2010
Project Description:	Community Recreation Facility	Contract No.:	CCRF01:17
To: (Contractor):	Condor, Inc.	Attn:	

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attached C.O No.: 01 index. Reference RFP No.: Refer to attached.

Description of Work:

Refer to attached Change Order No. 01 index for descriptions of work.

**TOTAL COST OF CHANGE ORDER NO. \$38,813.00**

Reason for Change: Refer to attached Change Order No. 01 index.

Initiator of Change: Refer to attached Change Order No. 01 index.

Drawings associated with C.O. No. 01 are as follows: Refer to attachments.

The contract AMOUNT due to C.O. No. 01 will be: increased by \$38,813.00

The contract TIME due to C.O. No. 01 will be: Changed by 12 calendar days.

The revised Contract Completion Date, including this C.O. is, therefore:

The revised Contract Amount, including this C.O. is, therefore: \$1,187,113.00

SBCCD Change Order No. 01 includes Item Number(s): PC No. 27 & 28

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

	Signature	Name (printed)	Date
Contractor:		Fred Weiss	1/8/10
Architect:		Geoff Doorn	1/6/10
Inspector:		Steve Pottan	1/6/10
Constr. Mgr.:		Matt Freys	1/6/10
Prog. Mgr.:		Bruce McDonald	1-8-10
District:			

Printed Name/Title

State of California - Division of the State Architect DSA Application No. \_\_\_\_\_ File No. \_\_\_\_\_

Approved \_\_\_\_\_ per Principal Structural Engineer:

Contract CCRF-17: Bid Category 17 - Condor, Inc.

## CHANGE ORDER #01

REF.	DESCRIPTION OF ITEM	CODE	CREDIT	COST	BALANCE	Project Cost Allocation	
						Infra 5	CRF
PC27	Install grout at pool wall connection to pool floor slab to accommodate existing pool condition.	F1		\$19,995	\$19,995		19995
PC28	Preparation for LEED pool water heating piping.	H4		\$18,818	\$18,818		18818
					\$0		
	<b>Subtotal</b>				<b>\$38,813</b>	<b>\$0</b>	<b>\$38,813</b>
	<b>TOTAL CHANGE ORDER #01</b>				<b>\$38,813</b>		

### 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  
Capital Facilities Program Management

9623  
Project Number

C.O.: 01

**CHANGE ORDER**

Original Contract Amount: \$5,677,000.00  
Amount Previous Change Orders: \$0.00  
\* Note: This is Change Order No. 01 for Contract INFRA234-02

School Name:	Crafton Hills College	Date:	5-Jan-10
Project Description:	Infrastructure Packages 2, 3, & 4	Contract No.:	INFRA234-02
To: (Contractor):	Couts Heating and Cooling, Inc.	Attn:	Mike Martin

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attached C.O No.: 01 index. Reference RFP No.: Refer to attached.

Description of Work:  
Refer to attached Change Order No. 01 index for descriptions of work.

**TOTAL COST OF CHANGE ORDER NO. (\$38,088.00)**

Reason for Change: Refer to attached Change Order No. 01 index.

Initiator of Change: Refer to attached Change Order No. 01 index.

Drawings associated with C.O. No. 01 are as follows: Refer to attachments.

The contract AMOUNT due to C.O. No. 01 will be: increased by (\$38,088.00)

The contract TIME due to C.O. No. 01 will be: unchanged by 0 calendar days.

The revised Contract Completion Date, including this C.O. is, therefore: unchanged

The revised Contract Amount, including this C.O. is, therefore: \$5,638,912.00

SBCCD Change Order No. 01 includes Item Number(s): PC No. 06r1, PC07, PC28, PC29, PC30, PC31, PC32, PC33

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

	Signature	Name (printed)	Date
Contractor:		David Ringer	1/7/10
Architect:		JUAN J. SANTANA	1/6/10
Inspector:			
Constr. Mgr.:		Matt Bryer	1/6/10
Prog. Mgr.:		Bruce McDonald	1/8/10
District:		Vice Chancellor Fiscal Services	

State of California - Division of the State Architect

DSA Application No. \_\_\_\_\_

File No. \_\_\_\_\_

Approved \_\_\_\_\_

per Principal Structural Engineer: \_\_\_\_\_

Contract INFA234-02: Courts Heating and Cooling

**CHANGE ORDER NO. 01**

REF.	DESCRIPTION OF ITEM	CODE	CREDIT	COST	BALANCE	Project Cost Allocation		
						Pckg 2	Pckg 3	Pckg 4
PC06r1	Eliminate mechanical valve vaults	C1	(\$111,100)		(\$111,100)	(\$40,000)	(\$71,100)	
PC07	Remove trees scheduled to remain but too close to utility corridor	A4		\$3,150	\$3,150	\$3,150		
PC28	Reduce HHW insulation thickness at central plant piping	E1	(\$5,058)		(\$5,058)		(\$5,058)	
PC29	Eliminate chilled water piping expansion loops, not required per manufacturer's design engineer	E1	(\$71,223)		(\$71,223)	(\$35,611)	(\$35,612)	
PC30	Slurry Seal parking lots and campus drive	C4		\$21,408	\$21,408		\$21,408	
PC31	Install mechanical piping to west half of LADM not shown on design drawings	A1		\$87,657	\$87,657	\$87,657		
PC32	Relocate condensing water chem injection port for better servcability	A4		\$1,795	\$1,795		\$1,795	
PC33	Modifications to heating hot water piping at LADM central plant per corrected flow diagram	A1		\$35,283	\$35,283		\$35,283	
					\$0			
					\$0			
					\$0			
					\$0			
					\$0			
	<b>Subtotal</b>				<b>(\$38,088)</b>	<b>\$15,196</b>	<b>(\$53,284)</b>	<b>\$0</b>
	<b>TOTAL CHANGE ORDER # 01</b>				<b>(\$38,088)</b>			

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



9623  
Project Number

C.O.: 02

**CHANGE ORDER**

Original Contract Amount: \$1,491,000.00  
 Amount Previous Change Orders: \$47,592.00  
 \* Note: This is Change Order No. 02 for Contract INFRA234-03

School Name:	<u>Crafton Hills College</u>	Date:	<u>4-Jan-10</u>
Project Description:	<u>Infrastructure Packages 2, 3, &amp; 4</u>	Contract No.:	<u>INFRA234-03</u>
To: (Contractor):	<u>Fischer, Inc.</u>	Attn:	<u>Jeff Stolzoff</u>

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attached C.O No.: 02 index. Reference RFP No.: Refer to attached.

Description of Work:

Refer to attached Change Order No. 02 index for descriptions of work.

**TOTAL COST OF CHANGE ORDER NO. \$42,974.00**

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:	<u>Refer to attachments.</u>
The contract AMOUNT due to C.O. No.	02	will be:	increased by <u>\$42,974.00</u>
The contract TIME due to C.O. No.	02	will be:	unchanged by <u>0</u> calendar days.
The revised Contract Completion Date, including this C.O. is, therefore:			<u>unchanged</u>
The revised Contract Amount, including this C.O. is, therefore:			<u>\$1,581,566.00</u>
SBCCD Change Order No. 02 includes Item Number(s):			<u>PC No. 034</u>

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

	Signature	Name (printed)	Date
Contractor:		ROBERT MCGINLEY	1/8/10
Architect:		JUAN J. SANTANA	1/10/10
Inspector:		GEORGE MAGNERA	1-7-10
Constr. Mgr.:		Matt Bryce	1/6/10
Prog. Mgr.:		Bruce McDonald	1/8/10
District:			

Printed Name/Title

Contract INFA234-03: Fischer, Inc.

## CHANGE ORDER NO. 02

REF.	DESCRIPTION OF ITEM	CODE	CREDIT	COST	BALANCE	Project Cost Allocation		
						Pckg 2	Pckg 3	Pckg 4
PC34	Extend sewer for future M&O tie in and repave Campus drive	C4		\$42,974	\$42,974		42974	
					\$0			
					\$0			
					\$0			
	<b>Subtotal</b>				<b>\$42,974</b>	<b>\$0</b>	<b>\$42,974</b>	<b>\$0</b>
	<b>TOTAL CHANGE ORDER # 02</b>				<b>\$42,974</b>			

**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

Capital Facilities Program Management

9623  
Project Number

C.O.: 03

**CHANGE ORDER**

Original Contract Amount & Amendments: \$2,026,731.00  
 Amount Previous Change Orders: \$127,768.00  
 \* Note: This is Change Order No. 03 for Contract INFRA234-04

School Name:	<u>Crafton Hills College</u>	Date:	<u>05-Jan-10</u>
Project Description:	<u>Infrastructure Packages 2, 3, &amp; 4</u>	Contract No.:	<u>INFRA234-04</u>
To: (Contractor):	<u>RIS Electrical Contractors, Inc.</u>	Attn:	<u>Steve Purper</u>

You are hereby directed to make the following changes in the above reference contract for:

Item No.: Refer to attached C.O No.: 03 index. Reference RFP No.: Refer to attached.

Description of Work:

Refer to attached Change Order No. 03 index for descriptions of work.

**TOTAL COST OF CHANGE ORDER NO. \$64,881.00**

Reason for Change: Refer to attached Change Order No. 03 index.

Initiator of Change: Refer to attached Change Order No. 03 index.

Drawings associated with C.O. No.	03	are as follows:	<u>Refer to attachments.</u>
The contract AMOUNT due to C.O. No.	03	will be:	increased by <u>\$64,881.00</u>
The contract TIME due to C.O. No.	03	will be:	unchanged by <u>0</u> calendar days.
The revised Contract Completion Date, including this C.O. is, therefore:			<u>unchanged</u>
The revised Contract Amount, including this C.O. is, therefore:			<u>\$2,219,380.00</u>
SBCCD Change Order No. 03 includes Item Number(s):			<u>PC 026 &amp; PC 027</u>

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

	Signature	Name (printed)	Date
Contractor:		ROBERT M HAYES	1-7-10
Architect:		JUAN J. SANTANA	1/6/10
Inspector:		GEORGE MAGNERA	1-7-'10
Constr. Mgr.:		Matt Bryce	1/6/10
Prog. Mgr.:		Bruce McDonald	1/8/10
District:			

Vice Chancellor Fiscal Services  
Printed Name/Title

State of California - Division of the State Architect

DSA Application No. \_\_\_\_\_

File No. \_\_\_\_\_

Approved \_\_\_\_\_

per Principal Structural Engineer: \_\_\_\_\_



Contract INFA234-01: RIS Electrical Contractors

**CHANGE ORDER NO. 03**

REF.	DESCRIPTION OF ITEM	CODE	CREDIT	COST	BALANCE	Project Cost Allocation		
						Pckg 2	Pckg 3	Pckg 4
PC-26	PAC light pole (BM4) revisions for future theatrical lighting as requested by campus	C4		\$62,831	\$62,831		62831	
PC-27	Added lighting for cafeteria service area during construction, not shown on plans.	A4		\$2,050	\$2,050		2050	
<b>Subtotal</b>					<b>\$64,881</b>	<b>\$0</b>	<b>\$64,881</b>	<b>\$0</b>
<b>TOTAL CHANGE ORDER # 03</b>					<b>\$64,881</b>			

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: "l" has been omitted not to be confused with "1"

- 1 CONTRACTOR GENERATED
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- 3 ARCHITECT/ENGINEER GENERATED
- 4 DISTRICT GENERATED
- 5 INSPECTOR OR AGENCY GENERATED

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Capital Facilities Program Management

3347A4  
Project Number

MC-BC6-CO2

**CHANGE ORDER**

Original Contract Amount: **\$280,000.00**  
 Amount of Previous Contract Amendments: **\$0.00**  
 Amount of Previous Change Orders: **\$4,151.50**

DSA No.:  
MC-BC6-CO2

School Name:	<u>San Bernardino Valley College</u>	Date:	<u>23-Dec-09</u>
Project Description:	<u>New Media Communications Building</u>	Contract No.:	<u>Bid Category 6</u>
To (Contractor):	<u>RB Sheet Metal</u>	Attn:	<u></u>

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No.: N/A

Description of Work:

**Refer to attached Change Order summary dated 12/23/09 for**  
**Change Order No. MC-BC6-CO2 Item(s): 2.1**

**TOTAL COST OF CHANGE ORDER MC-BC6-CO2 \$500.00**

Reason for Change:

**Refer to attached Change Order No. MC-BC6-CO2 summary dated 12/23/09**

Initiator of Change:

**Refer to attached Change Order No. MC-BC6-CO2 summary dated 23-Dec-09**

The original Base Contract Sum was:	<u>\$280,000.00</u>
Net change by previous authorized Contract Amendment (s):	<u>\$0.00</u>
The revised BASE Contract Sum:	<u>\$280,000.00</u>
Net change by previous authorized Change Order(s):	<u>\$4,151.50</u>
The Contract Sum including previous authorized Change Orders:	<u>\$284,151.50</u>
The contract AMOUNT due to C.O. No. <b>MC-BC6-CO2</b> will be <b>increased</b> by:	<u>\$500.00</u>
The revised Contract Amount, including this Change Order is, therefore:	<u>\$284,651.50</u>
The contract TIME due to C.O. No. <b>MC-BC6-CO2</b> will be <b>unchanged</b> by:	<u>0</u> calendar days.
The revised Contract Completion Date, including this Change Order is, therefore	<u>unchanged</u>
SBCCD Change Order # <b>MC-BC6-CO2</b> includes Item Number(s):	<u>One (1) item</u>

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Architect:	<u>[Signature]</u> Signature	Name (printed)	<u>Jay R. Tittle, C-12955</u>
Constr. Mgr.:	<u>[Signature]</u>		<u>Evan Taylor</u>
District:	<u>[Signature]</u>		<u>Mr. Bruce Baron, Vice Chancellor Fiscal Services</u>
Contractor:	<u>[Signature]</u>	Printed Name/Title	<u>[Signature] 12-30-09</u>

State of California - Division of the State Architect DSA Application No. 04-109146 File No. 36-C2  
 Approved \_\_\_\_\_ per Principal Structural Engineer: \_\_\_\_\_

**CHANGE ORDER NO.**

**MC-BC6-CO2**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
Item 2.1	Change roofing material and some roof details PC 23	G3			\$500.00	\$500.00
<b>Subtotal</b>						<b>\$500.00</b>
<b>TOTAL CHANGE ORDER #</b>		<b>MC-BC6-CO2</b>				<b>\$500.00</b>

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
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- D SITE COST, AGENCY OR CODE REVISION
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3347A4  
Project Number

MC-BC7-CO2

**CHANGE ORDER**

Original Contract Amount: **\$283,673.00**  
 Amount of Previous Contract Amendments: **\$0.00**  
 Amount of Previous Change Orders: **\$1,288.00**

DSA No.:  
MC-BC7-CO2

School Name:	<u>San Bernardino Valley College</u>	Date:	<u>23-Dec-09</u>
Project Description:	<u>New Media Communications Building</u>	Contract No.:	<u>Bid Category 7</u>
To (Contractor):	<u>Bell Roof Company</u>	Attn:	<u></u>

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No.: N/A

Description of Work:

**Refer to attached Change Order summary dated 12/23/09 for  
 Change Order No. MC-BC7-CO2 Item(s): 2.1**

**TOTAL COST OF CHANGE ORDER MC-BC7-CO2 (\$20,000.00)**

Reason for Change:

**Refer to attached Change Order No. MC-BC7-CO2 summary dated 12/23/09**

Initiator of Change:

**Refer to attached Change Order No. MC-BC7-CO2 summary dated 23-Dec-09**

The original Base Contract Sum was:	<u>\$283,673.00</u>
Net change by previous authorized Contract Amendment (s):	<u>\$0.00</u>
The revised BASE Contract Sum:	<u>\$283,673.00</u>
Net change by previous authorized Change Order(s):	<u>\$1,288.00</u>
The Contract Sum including previous authorized Change Orders:	<u>\$284,961.00</u>
The contract AMOUNT due to C.O. No. <b>MC-BC7-CO2</b> will be decreased by:	<u>(\$20,000.00)</u>
The revised Contract Amount, including this Change Order is, therefore:	<u>\$264,961.00</u>

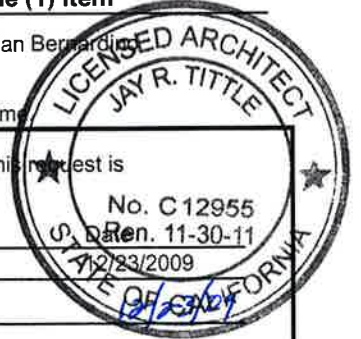
The contract TIME due to C.O. No. **MC-BC7-CO2** will be **unchanged** by: 0 calendar days.

The revised Contract Completion Date, including this Change Order is, therefore unchanged

SBCCD Change Order # MC-BC7-CO2 includes Item Number(s): One (1) item

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Architect:	<u>[Signature]</u> Signature	Name (printed)	<u>Jay R. Tittle, C-12955</u>
Constr. Mgr.:	<u>[Signature]</u>		<u>Evan Taylor</u>
District:	<u>[Signature]</u>		<u>Mr. Bruce Baron, Vice Chancellor Fiscal Services</u>
Contractor:	<u>[Signature]</u>		<u>Scott Lyman</u> Printed Name/Title

12/23/09

**CHANGE ORDER NO.**

**MC-BC7-CO2**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
Item 2.1	Change roofing material and some roof details PC 23	G3			(\$20,000.00)	(\$20,000.00)
<b>Subtotal</b>						<b>(\$20,000.00)</b>
<b>TOTAL CHANGE ORDER #</b>		<b>MC-BC7-CO2</b>				<b>(\$20,000.00)</b>

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
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SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
Capital Facilities Program Management

3347A4  
Project Number

MC-BC10-CO3

**CHANGE ORDER**

Original Contract Amount: **\$820,000.00**  
Amount of Previous Contract Amendments: **\$0.00**  
Amount of Previous Change Orders: **\$14,038.00**

DSA No.:  
MC-BC10-CO3

School Name:	<u>San Bernardino Valley College</u>	Date:	<u>23-Dec-09</u>
Project Description:	<u>New Media Communications Building</u>	Contract No.:	<u>Bid Category 10</u>
To (Contractor):	<u>Sierra Lathing</u>	Attn:	<u></u>

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No.: N/A

Description of Work:

**Refer to attached Change Order summary dated 12/23/09 for  
Change Order No. MC-BC10-CO3 Item(s): 3.1**

**TOTAL COST OF CHANGE ORDER MC-BC10-CO3 \$8,012.00**

Reason for Change:

**Refer to attached Change Order No. MC-BC10-CO3 summary dated 12/23/09**

Initiator of Change:

**Refer to attached Change Order No. MC-BC10-CO3 summary dated 12/23/09**

The original Base Contract Sum was:	\$820,000.00
Net change by previous authorized Contract Amendment (s):	\$0.00
The revised BASE Contract Sum:	\$820,000.00
Net change by previous authorized Change Order(s):	\$14,038.00
The Contract Sum including previous authorized Change Orders:	\$834,038.00
The contract AMOUNT due to C.O. No. <b>MC-BC10-CO3</b> will be increased by:	<b>\$8,012.00</b>
The revised Contract Amount, including this Change Order is, therefore:	<b>\$842,050.00</b>

The contract TIME due to C.O. No. **MC-BC10-CO3** will be **unchanged** by: 0 calendar days.

The revised Contract Completion Date, including this Change Order is, therefore **unchanged**

SBCCD Change Order # **MC-BC10-CO3** includes Item Number(s): **One (1) item**

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Architect:	<u>[Signature]</u> Signature	Name (printed)	Jay R. Tittle, C-12955
Constr. Mgr.:	<u>[Signature]</u>		Evan Taylor
District:	<u>[Signature]</u>		Mr. Bruce Baron, Vice Chancellor Fiscal Services
Contractor:	<u>[Signature]</u>		<b>Raymond P. Lytle</b> Director of Operations

State of California - Division of the State Architect

DSA Application No. **04-109146**

File No. **36-C2**

Approved \_\_\_\_\_

per Principal Structural Engineer: \_\_\_\_\_

DSA No.:
MC-BC10-CO3

**CHANGE ORDER NO.**

**MC-BC10-CO3**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
Item 3.1	Change roofing material and some roof details PC 23	G3			\$8,012.00	\$8,012.00
<b>Subtotal</b>						<b>\$8,012.00</b>
<b>TOTAL CHANGE ORDER #</b>		<b>MC-BC10-CO3</b>				<b>\$8,012.00</b>

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
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3347A4  
Project Number

MC-BC19-CO7

**CHANGE ORDER**

Original Contract Amount: **\$1,283,000.00**  
Amount of Previous Contract Amendments: **\$0.00**  
Amount of Previous Change Orders: **\$76,784.00**

DSA No.:  
MC-BC19-CO7

School Name: San Bernardino Valley College Date: 23-Dec-09  
Project Description: New Media Communications Building Contract No.: Bid Category 19  
To (Contractor): Daniel's Electric Attn: \_\_\_\_\_

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No.: N/A

Description of Work:

**Refer to attached Change Order summary dated 12/23/09 for  
Change Order No. MC-BC19-CO7 Item(s): 7.1**

**TOTAL COST OF CHANGE ORDER MC-BC19-CO7 \$5,826.00**

Reason for Change:

**Refer to attached Change Order No. MC-BC19-CO7 summary dated 12/23/09**

Initiator of Change:

**Refer to attached Change Order No. MC-BC19-CO7 summary dated 12/23/09**

The original Base Contract Sum was:	<u>\$1,283,000.00</u>
Net change by previous authorized Contract Amendment (s):	<u>\$0.00</u>
The revised BASE Contract Sum:	<u>\$1,283,000.00</u>
Net change by previous authorized Change Order(s):	<u>\$76,784.00</u>
The Contract Sum including previous authorized Change Orders:	<u>\$1,359,784.00</u>
The contract AMOUNT due to C.O. No. <b>MC-BC19-CO7</b> will be increased by:	<u>\$5,826.00</u>
The revised Contract Amount, including this Change Order is, therefore:	<u>\$1,365,610.00</u>

The contract TIME due to C.O. No. **MC-BC19-CO7** will be unchanged by: 0 calendar days.

The revised Contract Completion Date, including this Change Order is, therefore unchanged

SBCCD Change Order # **MC-BC19-CO7** includes Item Number(s): One (1) item

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Architect: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (printed): Jay R. Tittle, C-12955  
 Constr. Mgr.: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (printed): Evan Taylor  
 District: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (printed): Mr. Bruce Baron, Vice Chancellor Fiscal Services  
 Contractor: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (printed): THOMAS C. ISPAS  
 Date: 12/23/09 No. C 12955 Ren. 11-30-11  
 State of California Seal: 1232500 LICENSED ARCHITECT JAY R. TITTLE STATE OF CALIFORNIA



**CHANGE ORDER NO.**

**MC-BC19-CO7**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
Item 7.1	Change lights in toilet rooms from cove light to surface mounted decorative fixture PC38	G3			\$5,826.00	\$5,826.00
<b>Subtotal</b>						<b>\$5,826.00</b>
<b>TOTAL CHANGE ORDER #</b>		<b>MC-BC19-CO7</b>				<b>\$5,826.00</b>

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
- B SITE COST, ERROR AND/OR OMISSION
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SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
Capital Facilities Program Management

3347A4  
Project Number

NH-BC14-CO4

**CHANGE ORDER**

DSA No.:  
NH-BC14-CO4

Original Contract Amount: **\$1,264,000.00**  
Amount of Previous Contract Amendments: **\$0.00**  
Amount of Previous Change Orders: **\$902.00**

School Name:	<u>San Bernardino Valley College</u>	Date:	<u>23-Dec-09</u>
Project Description:	<u>New North Hall Replacement Building</u>	Contract No.:	<u>Bid Category 14</u>
To (Contractor):	<u>Inland Building Company</u>	Attn:	_____

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No.: N/A

Description of Work:

**Refer to attached Change Order summary dated 12/23/09 for**  
Change Order No. **NH-BC14-CO4** Item(s): 4.1

**TOTAL COST OF CHANGE ORDER** **NH-BC14-CO4** (\$5,985.00)

Reason for Change:

**Refer to attached Change Order No. NH-BC14-CO4 summary dated 12/23/09**

Initiator of Change:

**Refer to attached Change Order No. NH-BC14-CO4 summary dated 12/23/09**

The original Base Contract Sum was:	<u>\$1,264,000.00</u>
Net change by previous authorized Contract Amendment (s):	<u>\$0.00</u>
The revised BASE Contract Sum:	<u>\$1,264,000.00</u>
Net change by previous authorized Change Order(s):	<u>\$902.00</u>
The Contract Sum including previous authorized Change Orders:	<u>\$1,264,902.00</u>
The contract AMOUNT due to C.O. No. <b>NH-BC14-CO4</b> will be <b>decreased</b> by:	<u>(\$5,985.00)</u>
The revised Contract Amount, including this Change Order is, therefore:	<u>\$1,258,917.00</u>
The contract TIME due to C.O. No. <b>NH-BC14-CO4</b> will be <b>unchanged</b> by:	<u>0</u> calendar days.
The revised Contract Completion Date, including this Change Order is, therefore	<u>unchanged</u>
SBCCD Change Order # <b>NH-BC14-CO4</b> includes Item Number(s):	<u>One (1) item</u>

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Architect:	<u>[Signature]</u> Signature	Name (printed)	<u>Jay R. Tittle, C-12955</u>
Constr. Mgr.:	<u>[Signature]</u>		<u>Evan Taylor</u>
District:			<u>Mr. Bruce Baron, Vice Chancellor Fiscal Services</u>
Contractor:	<u>[Signature]</u>	Printed Name/Title	_____



**CHANGE ORDER NO.**

**NH-BC14-CO4**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
Item 4.1	Change toilet partition material to solid plastic PC7	G3			(\$5,985.00)	(\$5,985.00)
<b>Subtotal</b>						<b>(\$5,985.00)</b>
<b>TOTAL CHANGE ORDER #</b>		<b>NH-BC14-CO4</b>				<b>(\$5,985.00)</b>

CODE LEGEND

- A SITE COST, UNFORESEEN FIELD CONDITION
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SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

Capital Facilities Program Management

3347A4  
Project Number

CS-BC9-CO1

**CHANGE ORDER**

Original Contract Amount: \$443,600.00  
 Amount of Previous Contract Amendments: \$0.00  
 Amount of Previous Change Orders: \$0.00

DSA No.:  
CS-BC9-CO1

School Name:	<b>San Bernardino Valley College</b>	Date:	<b>25-Nov-09</b>
Project Description:	<b>New Chemistry &amp; Physical Science Building</b>	Contract No.:	<b>Bid Category 9</b>
To (Contractor):	<b>Perfection Glass Inc.</b>	Attn:	

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No.: N/A

Description of Work:

**Refer to attached Change Order summary dated 11/25/09 for**

**Change Order No. CS-BC9-CO1 Item(s): 1.1**

**TOTAL COST OF CHANGE ORDER CS-BC9-CO1 \$512.00**

Reason for Change:

**Refer to attached Change Order No. CS-BC9-CO1 summary dated 11/25/09**

Initiator of Change:

**Refer to attached Change Order No. CS-BC9-CO1 summary dated 11/25/09**

The original Base Contract Sum was:	\$443,600.00
Net change by previous authorized Contract Amendment (s):	\$0.00
The revised BASE Contract Sum:	\$443,600.00
Net change by previous authorized Change Order(s):	\$0.00
The Contract Sum including previous authorized Change Orders:	\$443,600.00
The contract AMOUNT due to C.O. No. <b>CS-BC9-CO1</b> will be increased by:	\$512.00
The revised Contract Amount, including this Change Order is, therefore:	\$444,112.00

The contract TIME due to C.O. No. **CS-BC9-CO1** will be **unchanged** by: 0 calendar days.

The revised Contract Completion Date, including this Change Order is, therefore unchanged

SBCCD Change Order # **CS-BC9-CO1** includes Item Number(s): One (1) item

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 have reviewed the figures submitted by the Contractor and they have been reviewed by the District, I believe this request is valid and recommend your approval for acceptance.

Architect:	<u>[Signature]</u>	Name (printed)	<b>Jay R. Tittle, C-12955</b>	Date	<b>11/25/2009</b>
Constr. Mgr.:	<u>[Signature]</u>	Evan Taylor, Project Manager		<b>12/3/09</b>	
District:		Mr. Bruce Baron, Vice Chancellor Fiscal Services			
Contractor:	<u>[Signature]</u>	<b>RICHARD WARREN - PRESIDENT</b>			

*Printed Name/Title*



State of California - Division of the State Architect

DSA Application No. **04-109148**

File No. **36-C2**

Approved \_\_\_\_\_

per Principal Structural Engineer: \_\_\_\_\_

DSA No.:
CS-BC9-CO1

**CHANGE ORDER NO.**

**CS-BC9-CO1**

REF.	DESCRIPTION OF ITEM	CODE	%	CREDIT	COST	BALANCE
Item 1.1	Add break metal at vertical mullion for detailing of counter door PC 18R1	G3			\$512.00	\$512.00
	<b>Subtotal</b>					<b>\$512.00</b>
	<b>TOTAL CHANGE ORDER #</b>				<b>CS-BC9-CO1</b>	<b>\$512.00</b>

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: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services  
PREPARED BY: Lawrence J. Klumas, Bond Program Director  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Agreement for Survey Services with Snipes-Dye Associates

### RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement with Snipes-Dye Associates in the amount of \$63,800.00 for survey services at SBVC.

### OVERVIEW

In September 2009 an updated Professional Services Screening & Recommendation Process for Measure M Projects was presented to the Board. The goals of that process are to 1) reach out to the professional services community twice a year through publications, professional organizations, and other means, and 2) establish Screening Advisory Committees comprised of District and College stakeholders to develop evaluation and rating criteria, and interview and recommend firms for appointment by the Board of Trustees.

As a result of this process, Snipes-Dye Associates is being recommended to perform survey services for the following Measure M projects at SBVC: Parking Structure, Business Building, Central Plant, Gymnasium, Accessibility, and Utilities Alignment.

### ANALYSIS

Snipes-Dye Associates will perform survey services including 1) boundary surveys within District property, 2) preparation of a record of survey plat of District property and recordation with the County Surveyor of San Bernardino, and 3) a precise topographic survey of a defined area as outlined in the agreement for survey services. The negotiated fee for these services is \$63,800.00.

### BOARD IMPERATIVE

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

### FINANCIAL IMPLICATIONS

Budgeted with Measure M funds.

Attachment

**AGREEMENT FOR  
SURVEY SERVICES  
BY AND BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
SNIPES-DYE ASSOCIATES**

This Agreement ("Agreement") is entered into this 11<sup>th</sup> day of February 2010, by and between the **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT** ("District"), **SNIPES-DYE ASSOCIATES** ("Consultant") for survey services for San Bernardino Valley Campus.

**THE DISTRICT AND CONSULTANT AGREE AS FOLLOWS:**

**1. CONSULTANT SERVICES**

- 1.1 Term.** This Agreement shall be deemed effective on February 11, 2010, and shall continue in effect until the earlier of: (1) full performance by Consultant; (2) termination by District or Consultant in accordance with Section 15, below; or two (2) years from said effective date of this Agreement. Expiration of this Agreement pursuant to Clause (3), above, shall not be construed as relieving the Consultant from its liability or responsibility to District if any, for failing to complete or timely complete its performance under an in accordance with this Agreement.
- 1.2 Project Objective.** Consultant shall perform, in a manner that is consistent with the directives of the District and the San Bernardino Community College District's Bond Program Manager and Construction Manager, all professional services to accomplish the objectives of the District.
- 1.3 Scope of Services.** Consultant agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply survey services to fulfill the requirements in this Agreement and Exhibits attached hereto ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement. Work assignments under this Agreement may also be incrementally authorized as needed by the District by way of written Purchase Orders. Any inconsistencies or discrepancies between the provisions of this Agreement and the Exhibits shall be construed in favor of and governed by the terms and conditions of this Agreement.
- 1.4 Meetings, Certifications.** Consultant shall, in connection with its performance of the Services, attend meetings with District and its consultants and execute any certifications or other documentation reasonably requested by the District within the scope of Services required by this Agreement.
- 1.5 Applicable Laws.** Services performed and work product produced by Consultant shall at all times comply with applicable federal, state and local laws, ordinances, regulations and codes ("Applicable Laws").
- 1.6 Corrections.** All corrections or clarifications to Services or work product provided by Consultant under this Agreement shall be at no additional cost to District.
- 1.7 Personnel.** Consultant has designated G. Howard Dye to serve as its Project Manager for the performance of the Services. The designated Project Manager shall not be removed or re-assigned by the Consultant without the prior written consent of the District. Upon request by the District, exercised in its sole discretion, Consultant shall remove and replace any employee or Subconsultant with another individual or Subconsultant acceptable to District.
- 1.8 Licensing.** Consultant warrants and represents that it has, and will maintain throughout

performance of this Agreement, any and all professional and business licenses issued by the State of California or other appropriate federal, state or local governmental authority, required by applicable laws for the performance of the Services (“Applicable Laws”).

**1.9 Performance Standard.** All services performed by Consultant and its Subconsultants under this Agreement shall be performed in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity required under this Agreement. Consultant shall endeavor to perform its services in a manner consistent with the College’s and the District’s economic, educational, and governmental best interests.

**1.10 Subconsultant.** Consultant may, with prior approval by District not to be unreasonably withheld, enter into written contracts with subconsultants (“Subconsultants”) to perform a portion of the Services; provided, however, that (1) Consultant shall remain fully responsible for the acts and omissions of its Subconsultant who accepts and agrees to be bound by all of the obligations of this Agreement including, without limitation, those obligations pertaining to licensing, indemnification, insurance, accounting records and ownership of designs and documents, and (b) provides for contingent assignment of the Subconsultant’s contract to District or its designee effective upon written acceptance by District or its designee.

**1.11 Calendar Days.** All references in this Agreement to “days” shall, unless otherwise identified as working or business days, be deemed to mean calendar days.

## **2. DISTRICT’S RESPONSIBILITY**

**2.1 Reference Information.** Upon request by Consultant, District shall endeavor to provide Consultant with plans, specifications and other information; however, District does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein.

**2.2 Access.** District shall provide Consultant reasonable access to such properties owned by the District as needed to perform the Services.

**2.3 Approvals.** Approvals by or on behalf of the District of any documents prepared by Consultant, or of any Services performed under this Agreement, shall not, under any circumstances, be deemed as relieving Consultant from its sole responsibility to produce and prepare such documents and perform such Services in a manner consistent with Applicable Laws and standards of performance set forth this Agreement.

## **3. OWNERSHIP OF DESIGNS AND DOCUMENTS**

All plans, drawings, designs, reports, data and other information prepared by Consultant or its Subconsultant (“Design and Documents”) are instruments of professional services and shall be and remain the sole property of District with out limitation to the forgoing: District shall hold and Consultant shall be deemed to have been irrevocably assigned to District in perpetuity, with no reserved or retained rights in any other persons or entities, all copyrights to the Design and Documents. The District hereby grants to Consultant and its Subconsultants a license, revocable at will of District, to use and copy the Designs and Documents during the term of this Agreement for the sole purpose of performing the Services. Upon the earlier of termination of the Agreement or completion of performance of the Services, Consultant and its Subconsultants shall deliver all of the original plans, drawings, reports, data and other information prepared in the course of their performance of this Agreement to the District. Consultant shall not be responsible or liable to District or others for any damages, liabilities, or costs arising from the modification of Design and Documents by the District or any person or entity that acquires or obtains the Design and Documents from or through the District.

## **4. CONSULTANT’S FEE**



District agrees to pay Consultant for the faithful performance of the Services under this Agreement an amount not to exceed SIXTY-THREE THOUSAND AND EIGHT HUNDRED DOLLARS (\$63,800.00). If the District issues any written Purchase Orders, the District agrees to pay Consultant for any work assigned by Purchase Orders consisting of a negotiated fixed fee for services set forth in the Purchase Orders(s), plus any authorized reasonable out-of-pocket expenses acceptable to the District as set forth in each Task Order.

## **5. PAYMENT**

Consultant shall submit to District each month during performance of this Agreement an invoice, in such format as specified by District, for sums earned for Services performed, not to exceed a reasonable allocable portion of its Fee for Services properly performed, and Reimbursable Expenses incurred and paid, during the prior month. Each invoice shall contain such detailed information on Services performed and documentation verifying Reimbursable Expenses incurred and paid. Except as to sums disputed in good faith by District, District shall pay Consultant amounts due upon an invoice properly prepared and submitted.

## **6. CONSULTANT ACCOUNTING RECORDS**

Consultant and its Subconsultants shall maintain books and records of accounts of all charges, costs, expenses and time expended in connection with this Agreement. Such books and records shall be available for inspection and copying by District or its authorized representative(s) during regular business hours within one (1) week following a request by District to examine same. Failure by Consultant to permit such examination within one (1) week of request, or such longer period as may be authorized by District in writing, shall permit District to withhold all further payments under this Agreement until such examination is completed.

## **7. ADDITIONAL SERVICES**

The District shall have the right to order, in writing, performance of additional services ("Additional Services") not within the scope of the Services described in Section 1 above. The District and Consultant shall, prior to performance by Consultant of Additional Services, negotiate a fixed fee or not-to-exceed compensation for such Additional Services. The District, in its sole discretion may request Consultant to perform Additional Services on an hourly basis to be compensated based on the rates set forth in Exhibit "C" attached hereto. No compensation will be paid to Consultant unless prior written authorization to provide and proceed with any Additional Services is given by the District.

## **8. TIME OF COMMENCEMENT AND PERFORMANCE**

Time is the essence to all of Consultant's obligations under this Agreement. Consultant shall commence its Services immediately effective upon the date of this Agreement, or upon such other date as may be directed in writing by District. All Services shall be completed with reasonable promptness so as to not delay the District in meeting any schedule deadlines.

## **9. INDEMNIFICATION**

### **9.1 General Indemnity Obligations**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold District harmless from all liability arising out of:

- a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's Subconsultant's employees arising out of Consultant's work under this Agreement; and
- b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from

any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Consultant or the District, or any person, firm or corporation employed by the Consultant or the District upon or in connection with the Services under this Agreement, except for liability resulting from the sole or active negligence, recklessness or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services under this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, recklessness or willful misconduct of the District.

## **9.2 Sub-Consultant Indemnity Agreements.**

The Consultant agrees to obtain or cause to be obtained and executed, defense and indemnity agreements with provisions identical to those set forth in this Section 9 from each and every Subconsultant of every tier. In the event the Consultant fails to do so, Consultant agrees to be fully responsible to provide such defense and indemnification for its Subconsultants according to the terms of this Section 9.

## **10. INSURANCE**

**10.1** Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Commercial General Liability insurance with limits of not less than \$1,000,000 for each claim with a \$2,000,000 General Aggregate limit and Automobile Liability Insurance with a combined single limit of \$1,000,000, bodily injury and property damage liability per occurrence including:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

c. Professional liability insurance, including limited contractual liability, with limits of \$2,000,000 per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such Subconsultant to purchase and maintain

insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in 10.1(b) above shall name the District and Kitchell/BRj and its officers, agents and employees as additional insureds.

- 10.2** All insurance required by this Section shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance apply on a primary basis.
- 10.3** Auto liability insurance shall cover owned, non-owned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of non-owned and hired auto endorsement to the general liability policy.
- 10.4** All insurance policies shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements under this Section 10.
- 10.5** Consultant agrees that if it does not keep the required insurance under this Agreement in full force and effect, District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, District may take out the necessary insurance and pay, at Consultants expense, the premium thereon.
- 10.6** At all times during the term of this Agreement, Consultant shall maintain on file with the District all required certificates of insurance and endorsement in forms acceptable to the District, showing that the required insurance policies are in effect in the required amounts.
- 10.7** Any "self-insured retention" must be declared and approved by the District. District reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid or transfer risk are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to the District prior to executing this Agreement.

## **11. INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain, a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's officers, agents or employees, except as set forth herein. Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of Consultant's employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Consultant's employees.

## **12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS**

In the performance of this Agreement Consultant shall comply with all applicable provisions of this California Fair Employment Practices Act (California Government Code Section 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), whichever is more restrictive.

## **13. CONFLICTS OF INTEREST**

Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code

Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement.

**14. SUCCESSORS AND ASSIGNS**

This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of the contract, or any claim or right to monies due under this Agreement, without prior written approval of District, which approval may be granted or withheld in sole discretion of District.

**15. TERMINATION OF AGREEMENT**

**15.1** This Agreement may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant. In the event termination is for a substantial failure of performance by Consultant, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to Consultant.

**15.2** In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 15.3 below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

**15.3** This Agreement may be terminated without cause by District upon fourteen (14) days' written notice to Consultant. In the event of a termination without cause, the District shall pay Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the District or in the possession of the Consultant. In addition, Consultant will be reimbursed for reasonable termination costs through the payment of the average monthly billing paid by the District for the past six months immediately preceding the month termination occurs pursuant to this Paragraph as termination for convenience costs. This payment is agreed to compensate Consultant for the unpaid profit Consultant would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

**16. DISTRICT REPRESENTATIVE**

The Vice Chancellor of Fiscal Services, or his/her designee, shall represent the District in connection with the performance and enforcement of this Agreement. No other person has the authority to contractually bind the District to any modification of this Agreement, including without limitation, any modification of the scope of Services or compensation due under Agreement.

**17. CONTINUOUS PERFORMANCE**

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's remedy shall be to submit such controversy to mediation. If not resolved in mediation, the Consultant shall submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

**18. NO WAIVER BY DISTRICT**

No statement, action or course of conduct by District, including without limitation, any payment, acceptance, review or approval, shall be deemed as a waiver by District of any rights under this Agreement, including without limitation, any rights arising due to default by Consultant, or as a release of Consultant from its responsibility or liability for errors or omissions by Consultants or its Subconsultants in connection with the performance of this Agreement.

**19. NOTICE OF OBJECTIONS**

Consultant shall give District immediate written notice if, at any time during performance of this Agreement, Consultant objects to any decision or action by District for any reason, including without limitation, on the basis that it is in conflict with any advice of Consultant. Failure to provide such written objection shall be deemed to be Consultant's approval of such decision or action as being consistent with Consultant's advice.

**20. SEVERABILITY**

Should any part, term, portion or provision of this Agreement, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with any Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other any party or circumstances, shall be deemed servable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

**21. NO THIRD PARTY RIGHTS**

Nothing contained in this Agreement shall be construed as creating or conferring any rights upon any person or entity other than the parties signing this Agreement.

**22. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**23. SURVIVAL OF OBLIGATIONS**

All provisions of this Agreement that either expressly, or by their nature require performance or assumption by the Consultant of an obligation that extends beyond termination or completion of performance under this Agreement, including without limitation, the Consultant's obligations of, or relating to, indemnification, insurance, confidentiality, and ownership of documents, shall be deemed to survive either termination or complete performance under this Agreement.

**24. LIST OF EXHIBITS**

The following Exhibits are attached hereto and incorporated as part of this Agreement

- EXHIBIT "A" – DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**
- EXHIBIT "B" – PROJECT SCHEDULE**
- EXHIBIT "C" – CONSULTANT PROPOSAL**
- EXHIBIT "D" – SCHEDULE OF FEES**

This Agreement entered into as of the day and year first written above.


DISTRICT

San Bernardino Community College District

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

CONSULTANT

Snipes-Dye Associates

  
\_\_\_\_\_  
Date: January 15, 2010

**EXHIBIT A  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND SNIPES-DYE ASSOCIATES**

**DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and SNIPES-DYE ASSOCIATES (CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

**1.1 General Requirements**

1.1.1 The scope of work is for the SAN BERNARDINO VALLEY COLLEGE that includes SURVEY SERVICES is generally described as listed below:

1. Consultant shall perform boundary survey of District property in accordance with the standard procedures of the California land surveying profession.
2. Consultant shall prepare a record of survey plat for District property for review and recordation with the County Surveyor of San Bernardino County.
3. Consultant shall perform a precise ground topographic survey of the defined area.
4. Consultant shall perform such other services as requested by the client that are not specifically included within the described scopes of services.

1.1.2 Provide competent staff to deliver these services to support the assignment for the duration of the identified projects.

1.1.3 Receive and review information pertaining to the Project in a timely manner.

For additional Scope of Services see attached SNIPES-DYE ASSOCIATES proposals listed below and pages dated January 11, 2010 (Exhibit C):

Proposal for San Bernardino Valley College Parking Structure Survey Services  
Proposal for San Bernardino Valley College Business Building Survey Services  
Proposal for San Bernardino Valley College Central Plant Survey Services  
Proposal for San Bernardino Valley College Gymnasium Survey Services  
Proposal for San Bernardino Valley College Accessibility Survey Services  
Proposal for San Bernardino Valley College Utilities Alignment Survey Services

**EXHIBIT B  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND SNIPES-DYE ASSOCIATES**

**PROJECT SCHEDULE**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and SNIPES-DYE ASSOCIATES (CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

1.1 The schedule proposed for the complete project is approximately eighteen (18) months

1.2 These services commence upon issuance of the San Bernardino Community College District "Notice to Proceed" (NTP).

1.3 The Scope of Services for work associated with the new Parking Structure, Future Access Roads and Surface Parking should commence within seven (7) days of the receipt of the "Notice to Proceed

1.4 Approximate dates of work for all other projects:

Business Building – March, 2010

Central Plant - April, 2010

Gymnasium – May, 2010

Accessibility Project – April, 2010 and TBD

Site Utilities Project – May, 2010 and TBD



**EXHIBIT C  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
SNIPES-DYE ASSOCIATES  
CONSULTANT PROPOSAL**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and SNIPES-DYE ASSOCIATES CONSULTANT) providing professional services.

Exhibits:

- Proposal for San Bernardino Valley College Parking Structure Survey Services dated January 11, 2010
- Proposal for San Bernardino Valley College Business Building Survey Services dated January 11, 2010
- Proposal for San Bernardino Valley College Central Plant Survey Services dated January 11, 2010
- Proposal for San Bernardino Valley College Gymnasium Survey Services dated January 11, 2010
- Proposal for San Bernardino Valley College Accessibility Survey Services dated January 11, 2010
- Proposal for San Bernardino Valley College Utilities Alignment Survey Services dated January 11, 2010

# ***Snipes-Dye associates***

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January 11, 2010

G. Howard Dye, L.S.  
Principal

File: SB0901

Robert Brueckart, P.E.  
Principal

Cade McMullin, Project Manager  
Kitchell

William A. Snipes, P.E.  
Principal

701 South Mount Vernon Avenue  
San Bernardino, CA 92410

Re: Proposal for San Bernardino Valley College Parking Structure Survey Services.

Dear Cade:

Thank you for considering our firm to perform a field method topographic survey for a portion of the San Bernardino Valley College Campus in conjunction with the proposed Parking Structure project. This proposal for survey services is based upon the scope of work outlined at our meeting on January 5, 2009 and further discussed in subsequent phone conversations.

The following is the survey scope of work:

- 1) **CONTROL SURVEY** - Consultant shall perform a control survey of the area surrounding the proposed Parking Structure, tying together existing control points based on the North American Datum of 1983 (NAD-83) and the existing Campus vertical and horizontal control system.
- 2) **TOPOGRAPHIC SURVEY** - Consultant shall perform a precise ground topographic survey of the area defined as the proposed Parking Structure site. The survey shall define vertical and horizontal location of all surface improvements and structures. Consultant shall prepare mapping of the area surveyed at a scale of 1"=20' with a vertical contour interval of one foot.
- 3) **OTHER** - Consultant shall perform such other services requested by Client that are not specifically included within the above scope of work.

The following is the fixed fee proposed for the above scopes of work:

- |  |                 |
|--|-----------------|
| 1) <b>PARKING STRUCTURE TOPOGRAPHIC SURVEY</b> | <b>\$14,700</b> |
| 2) <b>OTHER</b>                                | <b>HOURLY</b>   |

# ***Snipes-Dye associates***

---

G. Howard Dye, L.S.  
Principal

Robert Bruckart, P.E.  
Principal

William A. Snipes, P.E.  
Principal

The fixed fee proposed, is valid through December 31, 2010. Hourly fees will be billed in accordance with Consultant's current rate schedule at the time the services are performed. Fixed fees are inclusive of all work, out-of-pocket fees, and printing.

I will be happy to provide my standard service agreement or sign the District's consultant agreement upon review and acceptance of terms.

Thank you for considering our firm to work with you on this project. I look forward to the success of this endeavor.

Respectively Submitted,  
SNIPES-DYE ASSOCIATES



G. Howard Dye, L.S.  
Project Surveyor

# ***Snipes-Dye associates***

---

G. Howard Dye, L.S.  
Principal

January 11, 2010

File: SB0951

G. Howard Dye, L.S.  
Robert E. Bruckart, P.E.  
Principal

Robert Bruckart, P.E.  
Principal  
William A. Snipes, P.E.  
Principal  
William A. Snipes, P.E.  
Principal

**Cade McMullin, Project Manager  
Kitchell  
701 South Mount Vernon Avenue  
San Bernardino, CA 92410**

Bill Dick, P.E.  
Principal

**Re: Proposal for San Bernardino Valley College Accessibility Survey Services.**

**Dear Cade:**

**Thank you for considering our firm to perform a field method topographic survey for a portion of the San Bernardino Valley College Campus in conjunction with the proposed Accessibility project. This proposal for survey services is based upon the scope of work outlined at our meeting on January 5, 2010 and further discussed in subsequent phone conversations.**

**The following is the survey scope of work:**

- 1) CONTROL SURVEY - Consultant shall perform a control survey of the area surrounding the proposed Accessibility, tying together existing control points based on the North American Datum of 1983 (NAD-83) and the existing Campus vertical and horizontal control system.**
- 2) TOPOGRAPHIC SURVEY - Consultant shall perform a precise ground topographic survey of the area defined as the proposed Accessibility site. The survey shall define vertical and horizontal location of all surface improvements and structures. Consultant shall prepare mapping of the area surveyed at a scale of 1"=20' with a vertical contour interval of one foot.**
- 3) OTHER - Consultant shall perform such other services requested by Client that are not specifically included within the above scope of work.**

**The following is the "NOT TO EXCEED" fee proposed for the above scopes of work:**

- |  |                 |
|--|-----------------|
| <b>1) ACCESSIBILITY TOPOGRAPHIC SURVEY</b> | <b>\$10,000</b> |
| <b>2) OTHER</b>                            | <b>HOURLY</b>   |

***civil engineers and land surveyors***

8348 Center Drive, Suite G • La Mesa, CA 91942-2910 • 619/697-9234 • Fax 619/460-2033

# ***Snipes-Dye associates***

---

G. Howard Dye, L.S.  
Principal

G. Howard Dye, L.S.  
Principal

Robert L. Bruckart, P.E.  
Principal  
Robert L. Bruckart, P.E.  
Principal

William A. Snipes, P.E.  
Principal  
William A. Snipes, P.E.  
Principal

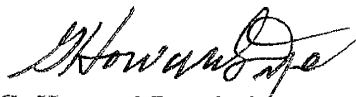
Bill Dick, P.E.  
Principal

The "Not to exceed" fee is valid through December 31, 2010. Hourly fees will be billed in accordance with Consultant's current rate schedule at the time the services are performed. Said fee will include all work, out-of-pocket fees, and printing.

I will be happy to provide my standard service agreement or sign the District's consultant agreement upon review and acceptance of terms.

Thank you for considering our firm to work with you on this project. I look forward to the success of this endeavor.

Respectively Submitted,  
SNIPES-DYE ASSOCIATES



G. Howard Dye, L.S.  
Project Surveyor

# **Snipes-Dye associates**

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January 11, 2010

G. Howard Dye, L.S.  
Principal

File: SB0941

Robert Bruckart, P.E.  
Principal

**Cade McMullin, Project Manager  
Kitchell  
701 South Mount Vernon Avenue  
San Bernardino, CA 92410**

William A. Snipes, P.E.  
Principal

**Re: Proposal for San Bernardino Valley College Utilities Alignment Survey Services.**

**Dear Cade:**

Thank you for considering our firm to perform a field method topographic survey for a portion of the San Bernardino Valley College Campus in conjunction with the proposed Utilities Alignment project. This proposal for survey services is based upon the scope of work outlined at our meeting on January 5, 2010 and further discussed in subsequent phone conversations.

The following is the survey scope of work:

- 1) **CONTROL SURVEY** - Consultant shall perform a control survey of the area surrounding the proposed Utilities Alignment, tying together existing control points based on the North American Datum of 1983 (NAD-83) and the existing Campus vertical and horizontal control system.
- 2) **TOPOGRAPHIC SURVEY** - Consultant shall perform a precise ground topographic survey of the area defined as the proposed Utilities Alignment site. The survey shall define vertical and horizontal location of all surface improvements and structures. Consultant shall prepare mapping of the area surveyed at a scale of 1"=20' with a vertical contour interval of one foot.
- 3) **OTHER** - Consultant shall perform such other services requested by Client that are not specifically included within the above scope of work.

The following is the "NOT TO EXCEED" fee proposed for the above scopes of work:

- |   |          |
|---|----------|
| 1) UTILITIES ALIGNMENT TOPOGRAPHIC SURVEY | \$15,000 |
| 2) OTHER                                  | HOURLY   |

**civil engineers and land surveyors**

8348 Center Drive, Suite G • La Mesa, CA 91942-2910 • 619/697-9234 • Fax 619/460-2033

# ***Snipes-Dye associates***

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G. Howard Dye, L.S.  
Principal

Robert Bruckart, P.E.  
Principal

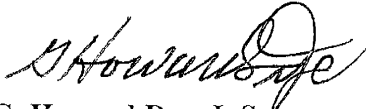
William A. Snipes, P.E.  
Principal

The "Not to exceed" fee is valid through December 31, 2010. Hourly fees will be billed in accordance with Consultant's current rate schedule at the time the services are performed. Said fee will include all work, out-of-pocket fees, and printing.

I will be happy to provide my standard service agreement or sign the District's consultant agreement upon review and acceptance of terms.

Thank you for considering our firm to work with you on this project. I look forward to the success of this endeavor.

Respectively Submitted,  
SNIPES-DYE ASSOCIATES



G. Howard Dye, L.S.  
Project Surveyor

# ***Snipes-Dye associates***

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January 11, 2010

G. Howard Dye, L.S.  
Principal

File: SB0931

Robert Brackant, P.E.  
Principal

**Cade McMullin, Project Manager**  
**Kitchell**  
**701 South Mount Vernon Avenue**  
**San Bernardino, CA 92410**

William A. Snipes, P.E.  
Principal

**Re: Proposal for San Bernardino Valley College Gymnasium Survey Services.**

**Dear Cade:**

**Thank you for considering our firm to perform a field method topographic survey for a portion of the San Bernardino Valley College Campus in conjunction with the proposed Gymnasium project. This proposal for survey services is based upon the scope of work outlined at our meeting on January 5, 2009 and further discussed in subsequent phone conversations.**

**The following is the survey scope of work:**

- 1) CONTROL SURVEY - Consultant shall perform a control survey of the area surrounding the proposed Gymnasium, tying together existing control points based on the North American Datum of 1983 (NAD-83) and the existing Campus vertical and horizontal control system.**
- 2) TOPOGRAPHIC SURVEY - Consultant shall perform a precise ground topographic survey of the area defined as the proposed Gymnasium site. The survey shall define vertical and horizontal location of all surface improvements and structures. Consultant shall prepare mapping of the area surveyed at a scale of 1"=20' with a vertical contour interval of one foot.**
- 3) OTHER - Consultant shall perform such other services requested by Client that are not specifically included within the above scope of work.**

**The following is the fixed fee proposed for the above scopes of work:**

- |  |                |
|--|----------------|
| <b>1) GYMNASIUM TOPOGRAPHIC SURVEY</b> | <b>\$8,800</b> |
| <b>2) OTHER</b>                        | <b>HOURLY</b>  |



# ***Snipes-Dye associates***

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G. Howard Dye, L.S.  
Principal

Robert Bruckart, P.E.  
Principal

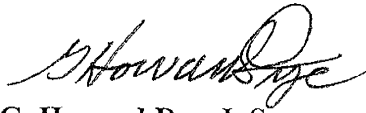
William A. Snipes, P.E.  
Principal

The fixed fee proposed, is valid through December 31, 2010. Hourly fees will be billed in accordance with Consultant's current rate schedule at the time the services are performed. Fixed fees are inclusive of all work, out-of-pocket fees, and printing.

I will be happy to provide my standard service agreement or sign the District's consultant agreement upon review and acceptance of terms.

Thank you for considering our firm to work with you on this project. I look forward to the success of this endeavor.

Respectively Submitted,  
SNIPES-DYE ASSOCIATES



G. Howard Dye, L.S.  
Project Surveyor

# ***Snipes-Dye associates***

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January 11, 2010

G. Howard Dye, L.S.  
Principal

File: SB0921

Robert Brockatt, P.E.  
Principal

Cade McMullin, Project Manager  
Kitchell  
701 South Mount Vernon Avenue  
San Bernardino, CA 92410

William A. Snipes, P.E.  
Principal

Re: Proposal for San Bernardino Valley College Central Plant Survey Services.

Dear Cade:

Thank you for considering our firm to perform a field method topographic survey for a portion of the San Bernardino Valley College Campus in conjunction with the proposed Central Plant project. This proposal for survey services is based upon the scope of work outlined at our meeting on January 5, 2009 and further discussed in subsequent phone conversations.

The following is the survey scope of work:

- 1) **CONTROL SURVEY** - Consultant shall perform a control survey of the area surrounding the proposed Central Plant, tying together existing control points based on the North American Datum of 1983 (NAD-83) and the existing Campus vertical and horizontal control system.
- 2) **TOPOGRAPHIC SURVEY** - Consultant shall perform a precise ground topographic survey of the area defined as the proposed Central Plant site. The survey shall define vertical and horizontal location of all surface improvements and structures. Consultant shall prepare mapping of the area surveyed at a scale of 1"=20' with a vertical contour interval of one foot.
- 3) **OTHER** - Consultant shall perform such other services requested by Client that are not specifically included within the above scope of work.

The following is the fixed fee proposed for the above scopes of work:

- |                                     |         |
|-------------------------------------|---------|
| 1) CENTRAL PLANT TOPOGRAPHIC SURVEY | \$5,500 |
| 2) OTHER                            | HOURLY  |

# ***Snipes-Dye associates***

---

G. Howard Dye, L.S.  
Principal

Robert Braclant, P.E.  
Principal

William A. Snipes, P.E.  
Principal

The fixed fee proposed, is valid through December 31, 2010. Hourly fees will be billed in accordance with Consultant's current rate schedule at the time the services are performed. Fixed fees are inclusive of all work, out-of-pocket fees, and printing.

I will be happy to provide my standard service agreement or sign the District's consultant agreement upon review and acceptance of terms.

Thank you for considering our firm to work with you on this project. I look forward to the success of this endeavor.

Respectively Submitted,  
SNIPES-DYE ASSOCIATES

G. Howard Dye, L.S.  
Project Surveyor

# ***Snipes-Dye associates***

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January 11, 2010

G. Howard Dye, L.S.  
Principal

File: SB0911

Robert Bruckart, P.E.  
Principal

**Cade McMullin, Project Manager  
Kitchell  
701 South Mount Vernon Avenue  
San Bernardino, CA 92410**

William A. Snipes, P.E.  
Principal

**Re: Proposal for San Bernardino Valley College Business Building Survey Services.**

**Dear Cade:**

Thank you for considering our firm to perform a field method topographic survey for a portion of the San Bernardino Valley College Campus in conjunction with the proposed Business Building project. This proposal for survey services is based upon the scope of work outlined at our meeting on January 5, 2009 and further discussed in subsequent phone conversations.

The following is the survey scope of work:

- 1) **CONTROL SURVEY** - Consultant shall perform a control survey of the area surrounding the proposed Business Building, tying together existing control points based on the North American Datum of 1983 (NAD-83) and the existing Campus vertical and horizontal control system.
- 2) **TOPOGRAPHIC SURVEY** - Consultant shall perform a precise ground topographic survey of the area defined as the proposed Business Building site. The survey shall define vertical and horizontal location of all surface improvements and structures. Consultant shall prepare mapping of the area surveyed at a scale of 1"=20' with a vertical contour interval of one foot.
- 3) **OTHER** - Consultant shall perform such other services requested by Client that are not specifically included within the above scope of work.

The following is the fixed fee proposed for the above scopes of work:

- |  |                |
|--|----------------|
| 1) <b>BUSINESS BUILDING TOPOGRAPHIC SURVEY</b> | <b>\$9,800</b> |
| 2) <b>OTHER</b>                                | <b>HOURLY</b>  |

# ***Snipes-Dye associates***

---

G. Howard Dye, L.S.  
Principal

Robert Bruckart, P.E.  
Principal

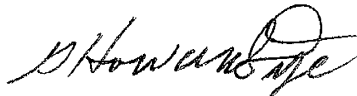
William A. Snipes, P.E.  
Principal

The fixed fee proposed, is valid through December 31, 2010. Hourly fees will be billed in accordance with Consultant's current rate schedule at the time the services are performed. Fixed fees are inclusive of all work, out-of-pocket fees, and printing.

I will be happy to provide my standard service agreement or sign the District's consultant agreement upon review and acceptance of terms.

Thank you for considering our firm to work with you on this project. I look forward to the success of this endeavor.

Respectively Submitted,  
SNIPES-DYE ASSOCIATES



G. Howard Dye, L.S.  
Project Surveyor

**EXHIBIT D  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND SNIPES-DYE ASSOCIATES**

**SCHEDULE OF FEES**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and SNIPES-DYE ASSOCIATES (CONSULTANT) providing professional services.

Exhibits:

Snipes-Dye Associates Exhibit "A" Schedule of Hourly Billing Rates (Effective January 1, 2010 through December 31, 2010)

# **Snipes-Dye associates**

---

G. Howard Dye, L.S.  
Principal

## **EXHIBIT "A" SCHEDULE OF HOURLY BILLING RATES**

Robert L. Bruckart, P.E.  
Principal

**For the period of: January 1, 2010 through December 31, 2010**

William A. Snipes, P.E.  
Principal

### **SURVEYING SERVICES:**

Bill Dick, P.E.  
Principal

<b>Two Person Survey Crew:</b>	<b>\$190</b>
<b>Three Person Survey Crew</b>	<b>\$250</b>
<b>Survey Supervisor</b>	<b>\$168</b>
<b>Survey Analyst</b>	<b>\$124</b>
<b>Survey Calculations</b>	<b>\$108</b>
<b>CAD Technician</b>	<b>\$108</b>
<b>Assistant CAD Technician</b>	<b>\$84</b>
<b>Technical Assistant</b>	<b>\$74</b>

**Note: Surveying rates shown include GPS and all equipment.**


### **OTHER SERVICES**

<b>Forensic Engineering</b>	<b>\$260</b>
<b>Depositions and Court Testimony</b>	<b>\$360</b>
<b>(travel time @ \$260 rate, no minimum)</b>	

### **OUTSIDE EXPENSES:**

**Travel costs, sub-consultants, printing  
costs, subsistence, etc.:** **Cost**  
**(There are no markups for outside expenses.)**

**Reviewed and approved:**

  
**G. Howard Dye, L.S.**

**Dated: January 14, 2010**

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services  
PREPARED BY: Lawrence J. Klumas, Bond Program Director  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Agreement for Survey Services with  
AEI CASC Consulting

### RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement with AEI CASC Consulting in the amount of \$21,384.00 for survey services at CHC.

### OVERVIEW

In September 2009 an updated Professional Services Screening & Recommendation Process for Measure M Projects was presented to the Board. The goals of that process are to 1) reach out to the professional services community twice a year through publications, professional organizations, and other means, and 2) establish Screening Advisory Committees comprised of District and College stakeholders to develop evaluation and rating criteria, and interview and recommend firms for appointment by the Board of Trustees.

As a result of this process, AEI CASC Consulting is being recommended to perform survey services for the following Measure M projects at CHC: Science Building, Science Portable Classrooms, Student Center Building, and Wellness Pool.

### ANALYSIS

AEI CASC Consulting will perform survey services including 1) boundary surveys within District property, 2) preparation of a record of survey plat of District property and recordation with the County Surveyor of San Bernardino, and 3) a precise topographic survey of a defined area as outlined in the agreement for survey services. The negotiated fee for these services is \$21,384.00.

### BOARD IMPERATIVE

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

### FINANCIAL IMPLICATIONS

Budgeted with Measure M funds.

Attachment



**AGREEMENT FOR  
SURVEY SERVICES  
BY AND BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
AEI CASC CONSULTING**

This Agreement ("Agreement") is entered into this 11<sup>th</sup> day of February 2010, by and between the **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT** ("District"), **AEI CASC CONSULTING** ("Consultant") for survey services for Crafton Hills Campus.

**THE DISTRICT AND CONSULTANT AGREE AS FOLLOWS:**

**1. CONSULTANT SERVICES**

- 1.1 Term.** This Agreement shall be deemed effective on February 11, 2010, and shall continue in effect until the earlier of: (1) full performance by Consultant; (2) termination by District or Consultant in accordance with Section 15, below; or two (2) years from said effective date of this Agreement. Expiration of this Agreement pursuant to Clause (3), above, shall not be construed as relieving the Consultant from its liability or responsibility to District if any, for failing to complete or timely complete its performance under an in accordance with this Agreement.
- 1.2 Project Objective.** Consultant shall perform, in a manner that is consistent with the directives of the District and the San Bernardino Community College District's Bond Program Manager and Construction Manager, all professional services to accomplish the objectives of the District.
- 1.3 Scope of Services.** Consultant agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply survey services to fulfill the requirements in this Agreement and Exhibits attached hereto ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement. Work assignments under this Agreement may also be incrementally authorized as needed by the District by way of written Purchase Orders. Any inconsistencies or discrepancies between the provisions of this Agreement and the Exhibits shall be construed in favor of and governed by the terms and conditions of this Agreement.
- 1.4 Meetings, Certifications.** Consultant shall, in connection with its performance of the Services, attend meetings with District and its consultants and execute any certifications or other documentation reasonably requested by the District within the scope of Services required by this Agreement.
- 1.5 Applicable Laws.** Services performed and work product produced by Consultant shall at all times comply with applicable federal, state and local laws, ordinances, regulations and codes ("Applicable Laws").
- 1.6 Corrections.** All corrections or clarifications to Services or work product provided by Consultant under this Agreement shall be at no additional cost to District.
- 1.7 Personnel.** Consultant has designated Richard Furlong to serve as its Project Manager for the performance of the Services. The designated Project Manager shall not be removed or re-assigned by the Consultant without the prior written consent of the District. Upon request by the District, exercised in its sole discretion, Consultant shall remove and replace any employee or Subconsultant with another individual or Subconsultant acceptable to District.
- 1.8 Licensing.** Consultant warrants and represents that it has, and will maintain throughout

performance of this Agreement, any and all professional and business licenses issued by the State of California or other appropriate federal, state or local governmental authority, required by applicable laws for the performance of the Services ("Applicable Laws").

**1.9 Performance Standard.** All services performed by Consultant and its Subconsultants under this Agreement shall be performed in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity required under this Agreement. Consultant shall endeavor to perform its services in a manner consistent with the College's and the District's economic, educational, and governmental best interests.

**1.10 Subconsultant.** Consultant may, with prior approval by District not to be unreasonably withheld, enter into written contracts with subconsultants ("Subconsultants") to perform a portion of the Services; provided, however, that (1) Consultant shall remain fully responsible for the acts and omissions of its Subconsultant who accepts and agrees to be bound by all of the obligations of this Agreement including, without limitation, those obligations pertaining to licensing, indemnification, insurance, accounting records and ownership of designs and documents, and (b) provides for contingent assignment of the Subconsultant's contract to District or its designee effective upon written acceptance by District or its designee.

**1.11 Calendar Days.** All references in this Agreement to "days" shall, unless otherwise identified as working or business days, be deemed to mean calendar days.

## **2. DISTRICT'S RESPONSIBILITY**

**2.1 Reference Information.** Upon request by Consultant, District shall endeavor to provide Consultant with plans, specifications and other information; however, District does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein.

**2.2 Access.** District shall provide Consultant reasonable access to such properties owned by the District as needed to perform the Services.

**2.3 Approvals.** Approvals by or on behalf of the District of any documents prepared by Consultant, or of any Services performed under this Agreement, shall not, under any circumstances, be deemed as relieving Consultant from its sole responsibility to produce and prepare such documents and perform such Services in a manner consistent with Applicable Laws and standards of performance set forth this Agreement.

## **3. OWNERSHIP OF DESIGNS AND DOCUMENTS**

All plans, drawings, designs, reports, data and other information prepared by Consultant or its Subconsultant ("Design and Documents") are instruments of professional services and shall be and remain the sole property of District with out limitation to the forgoing: District shall hold and Consultant shall be deemed to have been irrevocably assigned to District in perpetuity, with no reserved or retained rights in any other persons or entities, all copyrights to the Design and Documents. The District hereby grants to Consultant and its Subconsultants a license, revocable at will of District, to use and copy the Designs and Documents during the term of this Agreement for the sole purpose of performing the Services. Upon the earlier of termination of the Agreement or completion of performance of the Services, Consultant and its Subconsultants shall deliver all of the original plans, drawings, reports, data and other information prepared in the course of their performance of this Agreement to the District. Consultant shall not be responsible or liable to District or others for any damages, liabilities, or costs arising from the modification of Design and Documents by the District or any person or entity that acquires or obtains the Design and Documents from or through the District.

## **4. CONSULTANT'S FEE**

District agrees to pay Consultant for the faithful performance of the Services under this Agreement an amount not to exceed TWENTY ONE THOUSAND AND THREE HUNDRED AND EIGHTY FOUR DOLLARS (\$21,384.00). If the District issues any written Purchase Orders, the District agrees to pay Consultant for any work assigned by Purchase Orders consisting of a negotiated fixed fee for services set forth in the Purchase Orders(s), plus any authorized reasonable out-of-pocket expenses acceptable to the District as set forth in each Task Order.

**5. PAYMENT**

Consultant shall submit to District each month during performance of this Agreement an invoice, in such format as specified by District, for sums earned for Services performed, not to exceed a reasonable allocable portion of its Fee for Services properly performed, and Reimbursable Expenses incurred and paid, during the prior month. Each invoice shall contain such detailed information on Services performed and documentation verifying Reimbursable Expenses incurred and paid. Except as to sums disputed in good faith by District, District shall pay Consultant amounts due upon an invoice properly prepared and submitted.

**6. CONSULTANT ACCOUNTING RECORDS**

Consultant and its Subconsultants shall maintain books and records of accounts of all charges, costs, expenses and time expended in connection with this Agreement. Such books and records shall be available for inspection and copying by District or its authorized representative(s) during regular business hours within one (1) week following a request by District to examine same. Failure by Consultant to permit such examination within one (1) week of request, or such longer period as may be authorized by District in writing, shall permit District to withhold all further payments under this Agreement until such examination is completed.

**7. ADDITIONAL SERVICES**

The District shall have the right to order, in writing, performance of additional services ("Additional Services") not within the scope of the Services described in Section 1 above. The District and Consultant shall, prior to performance by Consultant of Additional Services, negotiate a fixed fee or not-to-exceed compensation for such Additional Services. The District, in its sole discretion may request Consultant to perform Additional Services on an hourly basis to be compensated based on the rates set forth in Exhibit "D" attached hereto. No compensation will be paid to Consultant unless prior written authorization to provide and proceed with any Additional Services is given by the District.

**8. TIME OF COMMENCEMENT AND PERFORMANCE**

Time is the essence to all of Consultant's obligations under this Agreement. Consultant shall commence its Services immediately effective upon the date of this Agreement, or upon such other date as may be directed in writing by District. All Services shall be completed with reasonable promptness so as to not delay the District in meeting any schedule deadlines.

**9. INDEMNIFICATION**

**9.1 General Indemnity Obligations**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold District harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's Subconsultant's employees arising out of Consultant's work under this Agreement; and

b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from

any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Consultant or the District, or any person, firm or corporation employed by the Consultant or the District upon or in connection with the Services under this Agreement, except for liability resulting from the sole or active negligence, recklessness or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services under this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, recklessness or willful misconduct of the District.

## 9.2 Sub-Consultant Indemnity Agreements.

The Consultant agrees to obtain or cause to be obtained and executed, defense and indemnity agreements with provisions identical to those set forth in this Section 9 from each and every Subconsultant of every tier. In the event the Consultant fails to do so, Consultant agrees to be fully responsible to provide such defense and indemnification for its Subconsultants according to the terms of this Section 9.

## 10. INSURANCE

10.1 Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Commercial General Liability insurance with limits of not less than \$1,000,000 for each claim with a \$2,000,000 General Aggregate limit and Automobile Liability Insurance with a combined single limit of \$1,000,000, bodily injury and property damage liability per occurrence including:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

c. Professional liability insurance, including limited contractual liability, with limits of \$2,000,000 per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such Subconsultant to purchase and maintain

insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in 10.1(b) above shall name the District and Kitchell/BRj and its officers, agents and employees as additional insureds.

- 10.2** All insurance required by this Section shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance apply on a primary basis.
- 10.3** Auto liability insurance shall cover owned, non-owned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of non-owned and hired auto endorsement to the general liability policy.
- 10.4** All insurance policies shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements under this Section 10.
- 10.5** Consultant agrees that if it does not keep the required insurance under this Agreement in full force and effect, District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, District may take out the necessary insurance and pay, at Consultants expense, the premium thereon.
- 10.6** At all times during the term of this Agreement, Consultant shall maintain on file with the District all required certificates of insurance and endorsement in forms acceptable to the District, showing that the required insurance policies are in effect in the required amounts.
- 10.7** Any "self-insured retention" must be declared and approved by the District. District reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid or transfer risk are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to the District prior to executing this Agreement.

## **11. INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain, a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's officers, agents or employees, except as set forth herein. Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of Consultant's employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Consultant's employees.

## **12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS**

In the performance of this Agreement Consultant shall comply with all applicable provisions of this California Fair Employment Practices Act (California Government Code Section 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), whichever is more restrictive.

## **13. CONFLICTS OF INTEREST**

Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code

Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement.

**14. SUCCESSORS AND ASSIGNS**

This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of the contract, or any claim or right to monies due under this Agreement, without prior written approval of District, which approval may be granted or withheld in sole discretion of District.

**15. TERMINATION OF AGREEMENT**

**15.1** This Agreement may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant. In the event termination is for a substantial failure of performance by Consultant, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to Consultant.

**15.2** In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 15.3 below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

**15.3** This Agreement may be terminated without cause by District upon fourteen (14) days' written notice to Consultant. In the event of a termination without cause, the District shall pay Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the District or in the possession of the Consultant. In addition, Consultant will be reimbursed for reasonable termination costs through the payment of the average monthly billing paid by the District for the past six months immediately preceding the month termination occurs pursuant to this Paragraph as termination for convenience costs. This payment is agreed to compensate Consultant for the unpaid profit Consultant would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

**16. DISTRICT REPRESENTATIVE**

The Vice Chancellor of Fiscal Services, or his/her designee, shall represent the District in connection with the performance and enforcement of this Agreement. No other person has the authority to contractually bind the District to any modification of this Agreement, including without limitation, any modification of the scope of Services or compensation due under Agreement.

**17. CONTINUOUS PERFORMANCE**

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's remedy shall be to submit such controversy to mediation. If not resolved in mediation, the Consultant shall submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

**18. NO WAIVER BY DISTRICT**

No statement, action or course of conduct by District, including without limitation, any payment, acceptance, review or approval, shall be deemed as a waiver by District of any rights under this Agreement, including without limitation, any rights arising due to default by Consultant, or as a release of Consultant from its responsibility or liability for errors or omissions by Consultants or its Subconsultants in connection with the performance of this Agreement.

**19. NOTICE OF OBJECTIONS**

Consultant shall give District immediate written notice if, at any time during performance of this Agreement, Consultant objects to any decision or action by District for any reason, including without limitation, on the basis that it is in conflict with any advice of Consultant. Failure to provide such written objection shall be deemed to be Consultant's approval of such decision or action as being consistent with Consultant's advice.

**20. SEVERABILITY**

Should any part, term, portion or provision of this Agreement, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with any Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other any party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

**21. NO THIRD PARTY RIGHTS**

Nothing contained in this Agreement shall be construed as creating or conferring any rights upon any person or entity other than the parties signing this Agreement.

**22. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**23. SURVIVAL OF OBLIGATIONS**

All provisions of this Agreement that either expressly, or by their nature require performance or assumption by the Consultant of an obligation that extends beyond termination or completion of performance under this Agreement, including without limitation, the Consultant's obligations of, or relating to, indemnification, insurance, confidentiality, and ownership of documents, shall be deemed to survive either termination or complete performance under this Agreement.

**24. LIST OF EXHIBITS**

The following Exhibits are attached hereto and incorporated as part of this Agreement

- EXHIBIT "A" – DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**
- EXHIBIT "B" – PROJECT SCHEDULE**
- EXHIBIT "C" – CONSULTANT PROPOSAL**
- EXHIBIT "D" – SCHEDULE OF FEES**

This Agreement entered into as of the day and year first written above.

DISTRICT

San Bernardino Community College District

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

CONSULTANT

AEI CASC CONSULTING

*Michelle E. Ambrey*  
\_\_\_\_\_  
Date: 01/18/10



**EXHIBIT A  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND AEI CASC CONSULTING**

**DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and AEI CASC CONSULTING (CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

**1.1 General Requirements**

1.1.1 The scope of work is for the CRAFTON HILLS COLLEGE that includes SURVEY SERVICES is generally described as listed below:

1. Consultant shall perform boundary survey of District property in accordance with the standard procedures of the California land surveying profession.
2. Consultant shall prepare a record of survey plat for District property for review and recordation with the County Surveyor of San Bernardino County.
3. Consultant shall perform a precise ground topographic survey of the defined area.
4. Consultant shall perform such other services as requested by the client that are not specifically included within the described scopes of services.

1.1.2 Provide competent staff to deliver these services to support the assignment for the duration of the identified projects.

1.1.3 Receive and review information pertaining to the Project in a timely manner.

For additional Scope of Services see attached AEI CASC CONSULTANTS proposal listed below and pages dated January 12, 2010 (Exhibit C):

**EXHIBIT B  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND AEI CASC CONSULTANTS**

**PROJECT SCHEDULE**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and AEI CASC CONSULTING (CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

1.1 The schedule proposed for the complete project is approximately eighteen (18) months

1.2 These services commence upon issuance of the San Bernardino Community College District "Notice to Proceed" (NTP).

1.3 Approximate dates of work for all other projects:

Modular Classroom Building – March, 2010

Wellness Pool - March, 2010

New Science Building – July, 2010

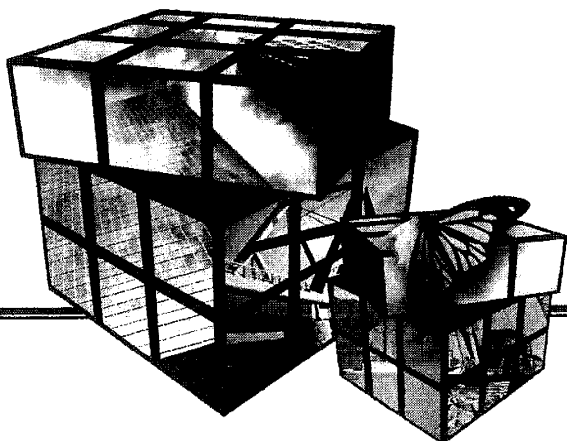
New Student Center – July, 2010

**EXHIBIT C  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
AEI CASC CONSULTANTS  
CONSULTANT PROPOSAL**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and AEI CASC CONSULTING (CONSULTANT) providing professional services.

Exhibits:

AEI CASC CONSULTANTS Proposal for SURVEY SERVICES Crafton Hills Campus Project Yucaipa, California dated January 12, 2010

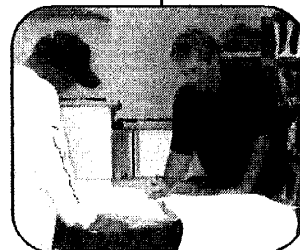


# AEI-CASC CONSULTING

*Engineering our future*

**SURVEY SERVICES**  
CRAFTON HILLS CAMPUS PROJECT  
YUCAIPA, CALIFORNIA

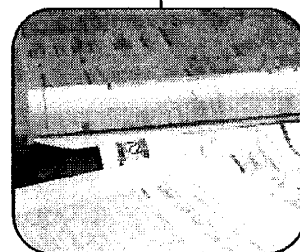
**January 12, 2010**



Submitted To:

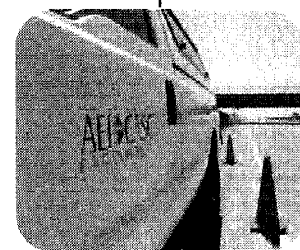
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

Mr. Alan Rosen  
114 South Del Rosa Drive  
San Bernardino, Ca 92408



Submitted By:

**AEI-CASC CONSULTING**  
937 S. Via Lata, Suite 500  
Colton, CA 92324





January 12, 2010

Mr. Alan Rosen  
**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
114 South Del Rosa Drive  
San Bernardino, Ca 92408

**RE: CRAFTON HILLS CAMPUS PROJECT**

Dear Mr. Rosen,

Please find enclosed our revised survey scopes and fees for the above referenced project.

If you have any questions, please do not hesitate to contact us.

Sincerely,

AEI-CASC CONSULTING

A handwritten signature in black ink, appearing to read 'Richard Furlong', is written over the typed name.

Richard Furlong, PLS  
Director of Field Operations

RF/ss

Enclosures (Proposal No. 2009-0295-S)

## **SCOPE OF SERVICES**

### **SURVEY SERVICES**

#### **Project #1 –Modular Classroom Buildings**

##### **A. COMPREHENSIVE SITE SURVEY AND TOPO**

AEI-CASC Consulting will provide field survey and office calculations to verify existing survey control and develop topographic mapping of the District designated area. The survey will include cross sections at 50' intervals as well as all existing features, grade breaks and visible utilities (manholes, water valves, utility vaults, etc.) within the project. Will also include survey of a District designated proposed ADA pedestrian access area. Site Survey will be delivered as directed in writing by the District upon completion, in hard copy and digital format to the District and District Architect.

##### **B. REIMBURSABLES**

AEI-CASC Consulting will invoice the Client for plotting, deliveries, overnight delivery expenses, mileage, and overnight hotel stays, as incurred. An initial budget of \$500 is identified for the scope identified above. Any additional costs incurred beyond the initial budget of \$500 will be covered under a separate contract addendum as approved and authorized by the Client.

#### **Project #2 –New Student Center**

##### **A. COMPREHENSIVE SITE SURVEY AND TOPO**

AEI-CASC Consulting will provide field survey and office calculations to verify existing survey control and develop topographic mapping of the District designated area. The survey will include cross sections at 50' intervals as well as all existing features, grade breaks and visible utilities (manholes, water valves, utility vaults, etc.) within the project. Site Survey will be delivered as directed in writing by the District upon completion, in hard copy and digital format to the District and District Architect.

##### **B. REIMBURSABLES**

AEI-CASC Consulting will invoice the Client for plotting, deliveries, overnight delivery expenses, mileage, and overnight hotel stays, as incurred. An initial budget of \$500 is identified for the scope identified above. Any additional costs incurred beyond the initial budget of \$500 will be covered under a separate contract addendum as approved and authorized by the Client.

#### **Project #3 –New Science Building**

##### **A. COMPREHENSIVE SITE SURVEY AND TOPO**

AEI-CASC Consulting will provide field survey and office calculations to verify existing survey control and develop topographic mapping of the District designated area. The survey will include cross sections at 50' intervals as well as all existing features, grade breaks and visible utilities (manholes, water valves, utility vaults, etc.) within the project. Site Survey will be delivered as directed in writing by the District upon completion, in hard copy and digital format to the District and District Architect.

**B. REIMBURSABLES**

AEI-CASC Consulting will invoice the Client for plotting, deliveries, overnight delivery expenses, mileage, and overnight hotel stays, as incurred. An initial budget of \$500 is identified for the scope identified above. Any additional costs incurred beyond the initial budget of \$500 will be covered under a separate contract addendum as approved and authorized by the Client.

**Project #4—Wellness Pool**

**A. COMPREHENSIVE SITE SURVEY AND TOPO**

AEI-CASC Consulting will provide field survey and office calculations to verify existing survey control and develop topographic mapping of the District designated area. The survey will include cross sections at 50' intervals as well as all existing features, grade breaks and visible utilities (manholes, water valves, utility vaults, etc.) within the project. Will also include survey of a District designated proposed ADA pedestrian access area. Site Survey will be delivered as directed in writing by the District upon completion, in hard copy and digital format to the District and District Architect.

**B. REIMBURSABLES**

AEI-CASC Consulting will invoice the Client for plotting, deliveries, overnight delivery expenses, mileage, and overnight hotel stays, as incurred. An initial budget of \$500 is identified for the scope identified above. Any additional costs incurred beyond the initial budget of \$500 will be covered under a separate contract addendum as approved and authorized by the Client.

**PROJECT FEES**

**PROJECT#1—MODULAR CLASSROOM BUILDINGS**

A. COMPREHENSIVE SITE SURVEY AND TOPO	\$5,900.00
B. REIMBURSABLES	\$500.00

**PROJECT#2—NEW STUDENT CENTER**

A. COMPREHENSIVE SITE SURVEY AND TOPO	\$3,792.00
B. REIMBURSABLES	\$500.00

**PROJECT#3—NEW SCIENCE BUILDING**

A. COMPREHENSIVE SITE SURVEY AND TOPO	\$3,792.00
B. REIMBURSABLES	\$500.00

**PROJECT#4—WELLNESS POOL**

A. COMPREHENSIVE SITE SURVEY AND TOPO	\$5,900.00
B. REIMBURSABLES	\$500.00

**(TIME AND MATERIALS NOT TO EXCEED) TOTAL: \$21,384.00**

AEI-CASC Consulting has provided a scope and schedule of fees in accordance with this representation. If, at any time, the Client determines that their representation is not correct, Client will be held liable for additional costs and will immediately notify AEI-CASC Consulting, so that the appropriate cost adjustments can be made.



**EXHIBIT D  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND AEI CASC CONSULTANTS**

**SCHEDULE OF FEES**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and AEI CASC CONSULTANTS (CONSULTANT) providing professional services.

Exhibits:

AEI CASC Engineering Hourly Fee Rate Schedule dated January 1, 2009

**AEI-CASC ENGINEERING  
HOURLY FEE RATE SCHEDULE**

January 1, 2009

The following rates shall apply to services provided on a time-and-material basis. Rates reflected are hourly.

<u>General</u>		<u>Construction Management</u>	
President/Principal	\$180.00	Resident Engineer	\$132.00
Clerical/Miscellaneous Office Work	\$65.00	Assistant Resident Engineer	\$122.00
		Senior Field Inspector	\$104.00
		Field Inspector 1	\$89.00
		Field Inspector 2	\$98.00
<u>Civil</u>		<u>Planning</u>	
Engineering Director	\$149.00	Planning Director	\$143.00
Senior Project Manager/ Project Manager	\$141.00	Project Manager	\$130.00
Assistant Project Manager/Senior Project Engineer	\$122.00	Senior Planner	\$122.00
Senior Designer/Project Engineer/Calculator	\$113.00	Planner	\$108.00
Design Engineer/Designer	\$108.00	Assistant Planner	\$93.00
CADD Designer	\$99.00		
Senior CADD Drafter	\$92.00		
CADD Drafter	\$70.00		
<u>Water Quality Services</u>		<u>Survey</u>	
Engineering Director	\$149.00	Three Person Survey/GPS Crew	\$263.00
Senior Project Manager/ Project Manager	\$141.00	Two Person Survey/GPS Crew	\$237.00
Assistant Project Manager/Senior Project Engineer	\$122.00	One Person Survey/GPS Crew	\$206.00
Project Engineer	\$115.00	Senior Project Manager/ Project Manager	\$141.00
Scientist	\$108.00	Survey Analyst	\$113.00
Senior Field Inspector	\$104.00		
Environmental Analyst I	\$89.00	<u>Other</u>	
Environmental Analyst II	\$98.00	Litigation Consultant/Expert Witness	\$363.00
Field Inspector I	\$89.00	Computer Time	\$33.00
Field Inspector II	\$98.00		
Two Person Sampling Crew	\$194.00		

**REIMBURSABLE EXPENSES**

The following expenses will be billed at cost plus 15%:

- **Reproduction Services:** Includes blueprinting, copying, printing and plotting. In-house plots will be billed at \$6.00 per sheet for each client set and for a final in-house review set. The client is welcome to contract directly with an outside reprographic firm for those services not provided in-house.
- **Rental Equipment and Fees:** Any equipment rental and any fees advanced by our firm including plan check and filing fees.
- **Commercial Delivery Services:** Including Express Mail, Federal Express, UPS and independent courier services.
- **In-House Pick-Up and Delivery Services:** These services provided by our firm will be reimbursed at \$44.00 per hour. In addition, mileage will be billed at \$.66 per mile with no markup.
- **Travel Expenses:** Mileage to and from the job site will be billed at a rate of \$.66 per mile with no markup and travel time for survey crews will be billed at \$90.00 per hour, per man, each-way. Airfare will be billed at cost plus 15%.
- **Per Diem:** Per diem for overnight stays will be billed at \$134 per day, per man.
- **Waiver of Subrogation:** If the client requires a *Waiver of Subrogation for Workman's Compensation Insurance*, the client will be required to pay the additional insurance premium for this request. The approximate amount for the waiver is \$250.00.

**NOTE:** Invoicing will be submitted on a monthly, progressive cycle.

## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services  
PREPARED BY: Lawrence J. Klumas, Bond Program Director  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Agreement for Geotechnical Services with Leighton Consulting, Inc.

### RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement with Leighton Consulting, Inc. in the amount of \$107,000.00 for geotechnical services at CHC.

### OVERVIEW

In September 2009 an updated Professional Services Screening & Recommendation Process for Measure M Projects was presented to the Board. The goals of that process are to 1) reach out to the professional services community twice a year through publications, professional organizations, and other means, and 2) establish Screening Advisory Committees comprised of District and College stakeholders to develop evaluation and rating criteria, and interview and recommend firms for appointment by the Board of Trustees.

As a result of this process, Leighton Consulting, Inc. is being recommended to perform geotechnical services for the following Measure M projects at CHC: Science Building, Science Portable Classrooms, Student Center Building, Parking Structure #1, Parking Access & Lighting Improvements, and Wellness Pool.

### ANALYSIS

Leighton Consulting, Inc. will perform geotechnical services including 1) soil borings, 2) standard penetration of testing for samples at each boring location, 3) laboratory testing in conformance with applicable ASTM standards, 4) engineering analysis for seismic design, and 5) providing a geotechnical report, per site, which includes summary of findings, conclusions, and geotechnical recommendations for design and construction. The negotiated fee for these services is \$107,000.00.

### BOARD IMPERATIVE

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

### FINANCIAL IMPLICATIONS

Budgeted with Measure M funds.

Attachment

**AGREEMENT FOR  
GEOTECHNICAL SERVICES  
BY AND BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
LEIGHTON CONSULTING, INC.**

This Agreement ("Agreement") is entered into this 11<sup>th</sup> day of February 2010, by and between the **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT** ("District"), **LEIGHTON CONSULTING, INC.** ("Consultant") for geotechnical services for Crafton Hills Campus.

**THE DISTRICT AND CONSULTANT AGREE AS FOLLOWS:**

**1. CONSULTANT SERVICES**

- 1.1 Term.** This Agreement shall be deemed effective on February 11, 2010, and shall continue in effect until the earlier of: (1) full performance by Consultant; (2) termination by District or Consultant in accordance with Section 15, below; or two (2) years from said effective date of this Agreement. Expiration of this Agreement pursuant to Clause (3), above, shall not be construed as relieving the Consultant from its liability or responsibility to District if any, for failing to complete or timely complete its performance under an in accordance with this Agreement.
- 1.2 Project Objective.** Consultant shall perform, in a manner that is consistent with the directives of the District and the San Bernardino Community College District's Bond Program Manager and Construction Manager, all professional services to accomplish the objectives of the District.
- 1.3 Scope of Services.** Consultant agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services to fulfill the requirements in this Agreement and Exhibits attached hereto ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement. Work assignments under this Agreement may also be incrementally authorized as needed by the District by way of written Purchase Orders. Any inconsistencies or discrepancies between the provisions of this Agreement and the Exhibits shall be construed in favor of and governed by the terms and conditions of this Agreement.
- 1.4 Meetings, Certifications.** Consultant shall, in connection with its performance of the Services, attend meetings with District and its consultants and execute any certifications or other documentation reasonably requested by the District within the scope of Services required by this Agreement.
- 1.5 Applicable Laws.** Services performed and work product produced by Consultant shall at all times comply with applicable federal, state and local laws, ordinances, regulations and codes ("Applicable Laws").
- 1.6 Corrections.** All corrections or clarifications to Services or work product provided by Consultant under this Agreement shall be at no additional cost to District.
- 1.7 Personnel.** Consultant has designated Jason D. Hertzberg to serve as its Project Manager for the performance of the Services. The designated Project Manager shall not be removed or re-assigned by the Consultant without the prior written consent of the District. Upon request by the District, exercised in its sole discretion, Consultant shall remove and replace any employee or Subconsultant with another individual or Subconsultant acceptable to District.
- 1.8 Licensing.** Consultant warrants and represents that it has, and will maintain throughout

performance of this Agreement, any and all professional and business licenses issued by the State of California or other appropriate federal, state or local governmental authority, required by applicable laws for the performance of the Services (“Applicable Laws”).

**1.9 Performance Standard.** All services performed by Consultant and its Subconsultants under this Agreement shall be performed in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity required under this Agreement. Consultant shall endeavor to perform its services in a manner consistent with the College’s and the District’s economic, educational, and governmental best interests.

**1.10 Subconsultant.** Consultant may, with prior approval by District not to be unreasonably withheld, enter into written contracts with subconsultants (“Subconsultants”) to perform a portion of the Services; provided, however, that (1) Consultant shall remain fully responsible for the acts and omissions of its Subconsultant who accepts and agrees to be bound by all of the obligations of this Agreement including, without limitation, those obligations pertaining to licensing, indemnification, insurance, accounting records and ownership of designs and documents, and (b) provides for contingent assignment of the Subconsultant’s contract to District or its designee effective upon written acceptance by District or its designee.

**1.11 Calendar Days.** All references in this Agreement to “days” shall, unless otherwise identified as working or business days, be deemed to mean calendar days.

## **2. DISTRICT’S RESPONSIBILITY**

**2.1 Reference Information.** Upon request by Consultant, District shall endeavor to provide Consultant with plans, specifications and other information; however, District does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein.

**2.2 Access.** District shall provide Consultant reasonable access to such properties owned by the District as needed to perform the Services.

**2.3 Approvals.** Approvals by or on behalf of the District of any documents prepared by Consultant, or of any Services performed under this Agreement, shall not, under any circumstances, be deemed as relieving Consultant from its sole responsibility to produce and prepare such documents and perform such Services in a manner consistent with Applicable Laws and standards of performance set forth this Agreement.

## **3. OWNERSHIP OF DESIGNS AND DOCUMENTS**

All plans, drawings, designs, reports, data and other information prepared by Consultant or its Subconsultant (“Design and Documents”) are instruments of professional services and shall be and remain the sole property of District with out limitation to the forgoing: District shall hold and Consultant shall be deemed to have been irrevocably assigned to District in perpetuity, with no reserved or retained rights in any other persons or entities, all copyrights to the Design and Documents. The District hereby grants to Consultant and its Subconsultants a license, revocable at will of District, to use and copy the Designs and Documents during the term of this Agreement for the sole purpose of performing the Services. Upon the earlier of termination of the Agreement or completion of performance of the Services, Consultant and its Subconsultants shall deliver all of the original plans, drawings, reports, data and other information prepared in the course of their performance of this Agreement to the District. Consultant shall not be responsible or liable to District or others for any damages, liabilities, or costs arising from the modification of Design and Documents, or the misuse of the documents by the District or any person or entity that acquires or obtains the Design and Documents from or through the District. The Consultant may keep a copy of all Consultant produced documents for its records.

## **4. CONSULTANT’S FEE**

District agrees to pay Consultant for the faithful performance of the Services under this Agreement an amount not to exceed ONE HUNDRED AND SEVEN THOUSAND DOLLARS (\$107,000.00). If the District issues any written Purchase Orders, the District agrees to pay Consultant for any work assigned by Purchase Orders consisting of a negotiated fixed fee for services set forth in the Purchase Order(s), plus any authorized reasonable out-of-pocket expenses acceptable to the District as set forth in each Task Order.

**5. PAYMENT**

Consultant shall submit to District each month during performance of this Agreement an invoice, in such format as specified by District, for sums earned for Services performed, not to exceed a reasonable allocable portion of its Fee for Services properly performed, and Reimbursable Expenses incurred and paid, during the prior month. Each invoice shall contain such detailed information on Services performed and documentation verifying Reimbursable Expenses incurred and paid. Except as to sums disputed in good faith by District, District shall pay Consultant amounts due upon an invoice properly prepared and submitted.

**6. CONSULTANT ACCOUNTING RECORDS**

Consultant and its Subconsultants shall maintain books and records of accounts of all charges, costs, expenses and time expended in connection with this Agreement. Such books and records shall be available for inspection and copying by District or its authorized representative(s) during regular business hours within one (1) week following a request by District to examine same. Failure by Consultant to permit such examination within one (1) week of request, or such longer period as may be authorized by District in writing, shall permit District to withhold all further payments under this Agreement until such examination is completed.

**7. ADDITIONAL SERVICES**

The District shall have the right to order, in writing, performance of additional services ("Additional Services") not within the scope of the Services described in Section 1 above. The District and Consultant shall, prior to performance by Consultant of Additional Services, negotiate a fixed fee or not-to-exceed compensation for such Additional Services. The District, in its sole discretion may request Consultant to perform Additional Services on an hourly basis to be compensated based on the rates set forth in Exhibit "D" attached hereto. No compensation will be paid to Consultant unless prior written authorization to provide and proceed with any Additional Services is given by the District.

**8. TIME OF COMMENCEMENT AND PERFORMANCE**

Time is the essence to all of Consultant's obligations under this Agreement. Consultant shall commence its Services immediately effective upon the date of this Agreement, or upon such other date as may be directed in writing by District. All Services shall be completed with reasonable promptness so as to not delay the District in meeting any schedule deadlines.

**9. INDEMNIFICATION**

**9.1 General Indemnity Obligations**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold District harmless from all liability arising out of:

a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's Subconsultant's employees arising out of Consultant's work under this Agreement; and

b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from

any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Consultant or the District, or any person, firm or corporation employed by the Consultant or the District upon or in connection with the Services under this Agreement, except for liability resulting from the sole or active negligence, recklessness or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services under this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, recklessness or willful misconduct of the District.

## **9.2 Sub-Consultant Indemnity Agreements.**

The Consultant agrees to obtain or cause to be obtained and executed, defense and indemnity agreements with provisions identical to those set forth in this Section 9 from each and every Subconsultant of every tier. In the event the Consultant fails to do so, Consultant agrees to be fully responsible to provide such defense and indemnification for its Subconsultants according to the terms of this Section 9.

## **10. INSURANCE**

**10.1** Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Commercial General Liability insurance with limits of not less than \$1,000,000 for each claim with a \$2,000,000 General Aggregate limit and Automobile Liability Insurance with a combined single limit of \$1,000,000, bodily injury and property damage liability per occurrence including:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

c. Professional liability insurance, including limited contractual liability, with limits of \$2,000,000 per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such Subconsultant to purchase and maintain

insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in 10.1(b) above shall name the District and Kitchell/BRj and its officers, agents and employees as additional insureds.

- 10.2** All insurance required by this Section shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance apply on a primary basis.
- 10.3** Auto liability insurance shall state cover owned, non-owned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of non-owned and hired auto endorsement to the general liability policy.
- 10.4** All insurance policies shall that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements under this Section 10.
- 10.5** Consultant agrees that if it does not keep the required insurance under this Agreement in full force and effect, District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, District may take out the necessary insurance and pay, at Consultants expense, the premium thereon.
- 10.6** At all times during the term of this Agreement, Consultant shall maintain on file with the District all required certificates of insurance and endorsement in forms acceptable to the District, showing that the required insurance policies are in effect in the required amounts.
- 10.7** Any "self-insured retention" must be declared and approved by the District. District reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid or transfer risk are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to the District prior to executing this Agreement.

## **11. INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain, a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's officers, agents or employees, except as set forth herein. Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of Consultant's employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Consultant's employees.

## **12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS**

In the performance of this Agreement Consultant shall comply with all applicable provisions of this California Fair Employment Practices Act (California Government Code Section 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), whichever is more restrictive.

## **13. CONFLICTS OF INTEREST**

Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code



Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement.

#### **14. SUCCESSORS AND ASSIGNS**

This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of the contract, or any claim or right to monies due under this Agreement, without prior written approval of District, which approval may be granted or withheld in sole discretion of District.

#### **15. TERMINATION OF AGREEMENT**

**15.1** This Agreement may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant. In the event termination is for a substantial failure of performance by Consultant, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to Consultant.

**15.2** In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 15.3 below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

**15.3** This Agreement may be terminated without cause by District upon fourteen (14) days' written notice to Consultant. In the event of a termination without cause, the District shall pay Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the District or in the possession of the Consultant. In addition, Consultant will be reimbursed for reasonable termination costs through the payment of the average monthly billing paid by the District for the past six months immediately preceding the month termination occurs pursuant to this Paragraph as termination for convenience costs. This payment is agreed to compensate Consultant for the unpaid profit Consultant would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

#### **16. DISTRICT REPRESENTATIVE**

The Vice Chancellor of Fiscal Services, or his/her designee, shall represent the District in connection with the performance and enforcement of this Agreement. No other person has the authority to contractually bind the District to any modification of this Agreement, including without limitation, any modification of the scope of Services or compensation due under Agreement.

#### **17. CONTINUOUS PERFORMANCE**

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's remedy shall be to submit such controversy to mediation. If not resolved in mediation, the Consultant shall submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

#### **18. NO WAIVER BY DISTRICT**

No statement, action or course of conduct by District, including without limitation, any payment, acceptance, review or approval, shall be deemed as a waiver by District of any rights under this Agreement, including without limitation, any rights arising due to default by Consultant, or as a release of Consultant from its responsibility or liability for errors or omissions by Consultants or its Subconsultants in connection with the performance of this Agreement.

**19. NOTICE OF OBJECTIONS**

Consultant shall give District immediate written notice if, at any time during performance of this Agreement, Consultant objects to any decision or action by District for any reason, including without limitation, on the basis that it is in conflict with any advice of Consultant. Failure to provide such written objection shall be deemed to be Consultant's approval of such decision or action as being consistent with Consultant's advice.

**20. SEVERABILITY**

Should any part, term, portion or provision of this Agreement, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with any Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other any party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

**21. NO THIRD PARTY RIGHTS**

Nothing contained in this Agreement shall be construed as creating or conferring any rights upon any person or entity other than the parties signing this Agreement.

**22. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**23. SURVIVAL OF OBLIGATIONS**

All provisions of this Agreement that either expressly, or by their nature require performance or assumption by the Consultant of an obligation that extends beyond termination or completion of performance under this Agreement, including without limitation, the Consultant's obligations of, or relating to, indemnification, insurance, confidentiality, and ownership of documents, shall be deemed to survive either termination or complete performance under this Agreement.

**24. LIST OF EXHIBITS**

The following Exhibits are attached hereto and incorporated as part of this Agreement

**EXHIBIT "A" – DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**

**EXHIBIT "B" – PROJECT SCHEDULE**

**EXHIBIT "C" – CONSULTANT PROPOSAL**

**EXHIBIT "D" – SCHEDULE OF FEES**

This Agreement entered into as of the day and year first written above.

DISTRICT

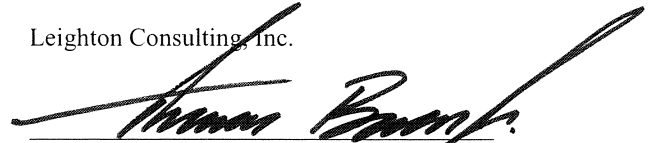
San Bernardino Community College District

\_\_\_\_\_

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

CONSULTANT

Leighton Consulting, Inc.

A handwritten signature in black ink, appearing to read "Thomas Bump", written over a horizontal line.

Date: JANUARY 15, 2010

**EXHIBIT A  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND LEIGHTON CONSULTING, INC.**

**DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and LEIGHTON CONSULTING, INC. (CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

**1.1 General Requirements**

1.1.1 The scope of work is for the CRAFTON HILLS COLLEGE that includes GEOTECHNICAL INVESTIGATION is generally described as listed below:

1. Locate and mark proposed soil boring locations for buildings or areas to be investigated.
2. Contact and coordinate with Underground Service Alert (USA) and College maintenance personnel on locating underground utilities at the proposed drill locations and their area proximities.
3. Provide a sufficient number (or as identified in Exhibit 'C') of borings to provide general geotechnical properties and within required codes and regulations for minimum boring sampling.
4. Each boring shall be to a minimum depth of 20'-0" with at least one boring at each building site going to a minimum depth of 50'-0" (or practical refusal or as noted in Exhibit 'C').
5. At each boring, bulk, relatively undisturbed and Standard Penetration Testing of samples will be performed.
6. Laboratory testing shall be done on representative soil samples and will be tested in accordance with applicable ASTM standards.
7. Engineering analysis to be provided.
8. Engineering analysis will be provided for wall design parameters including seismic components for cantilever and supported conditions, slab-on-grade design recommendations including moisture protection, and design recommendations for pavement and sidewalks.
9. Each building shall have a report, unique to its site, which includes a summary of findings, conclusions, and geotechnical recommendations for design and construction of the improvements.
10. A geotechnical engineer, registered in the state of California, and a California Certified Engineering Geologist shall review and sign the reports and recommendations.

1.1.2 Receive and review information pertaining to the Project in a timely manner.

For Scope of Services see attached Leighton Consulting, Inc. proposal of 6 pages dated January 15, 2010 (Exhibit C).

**EXHIBIT B  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND LEIGHTON CONSULTING, INC.**

**PROJECT SCHEDULE**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and LEIGHTON CONSULTING, INC. (CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

1.1 The schedule proposed for the complete project is approximately eighteen (18) months

1.2 These services commence upon issuance of the San Bernardino Community College District "Notice to Proceed" (NTP).

1.3 Approximate dates of work for all other projects:

Modular Classroom Building – March, 2010

Wellness Pool - March, 2010

New Science Building – July, 2010

New Student Center – July, 2010

**EXHIBIT C  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND LEIGHTON CONSULTING, INC.**

**CONSULTANT PROPOSAL**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and LEIGHTON CONSULTING, INC. (CONSULTANT) providing professional services.

Exhibits:

Leighton Consulting, Inc. Proposal No. P602-01734 dated January 15, 2010



Leighton Consulting, Inc.  
A LEIGHTON GROUP COMPANY

January 15, 2010

Proposal No. P602-01734

To: San Bernardino Community College District  
c/o Kitchell/BRj  
114 South Del Rosa Drive  
San Bernardino, California 92408

Attention: Mr. Geoff Bachanas

Subject: Proposal for Geotechnical Investigations and Evaluations, New Science Building, Science Modular Classroom Building, New Student Center Building, New Parking Structure No. 1, Parking Access and Lighting (PAL) Improvements, and Wellness Pool, Crafton Hills College, 11711 Sand Canyon Road, City of Yucaipa, California

In response to your request, Leighton Consulting, Inc. (Leighton) is pleased to present this proposal to conduct geotechnical investigations and/or geotechnical evaluations for the proposed Science Building, Science Modular Classroom Building, Student Center Building, Parking Structure No. 1, Parking Access and Lighting (PAL) improvements, and Wellness Pool at Crafton Hills College, located at 11711 Sand Canyon Road in the City of Yucaipa, California. This proposal is based on our discussions with you and the drawings you forwarded showing the general proposed improvements.

The intent of this proposal is to provide a mechanism to provide geotechnical services during the calendar year 2010. Plans are in the early stages for many of the proposed improvements, therefore, the scope and fees described in this proposal are intended as budgets based on our current understanding of the several projects.

The campus is not located within a current State of California or San Bernardino County Earthquake Fault Study Zone, nor is it located in a State of California Liquefaction Hazards Zone.

## Project Descriptions

### New Science Building

The Crafton Hills College Capital Construction Plan (with approximate scale of 1"=400'), prepared by Steinberg Architects, shows the campus-wide proposed buildings in three horizons (Horizon 2 is 2010-2020). The proposed Science building is shown on this plan south of the existing Laboratory/Administration Building and east of the existing Performing Arts Center. The footprint size and grading scheme have not yet been determined. However, the building is shown to have a preliminary footprint of roughly 25,000 square feet. The building is located atop a ridge, therefore, grading will likely include a fill slope, or a retaining wall will need to be constructed to create a level building pad as shown on the drawing. Based on information provided by you, the project has an estimated \$21 million construction budget. To date, we have not drilled any borings in this area. Borings will need to be drilled with a limited access rig.

### Science Modular Classroom Building

We understand that a science modular classroom building is currently planned. While project details are preliminary, we understand that facility will be less than 5,000 square feet in area, and that 2 borings may be required if the building will be founded on permanent foundations.

### New Student Center Building

The Capital Construction Plan shows the new Student Center in essentially the same location as the existing Library building, which is planned to be demolished, located northwest of the existing Performing Arts Center. It is shown to have a preliminary footprint of roughly 15,000 square feet. The project has an estimated \$18 million construction budget. To date, we have not drilled borings in this immediate area.

### New Parking Structure No. 1

The proposed Parking Structure No. 1 will be located in the western portion of the campus, at the current location of a parking lot and landscaped area. Based on the Parking Structure No. 1 Site Plan, prepared by Steinberg Architects, the structure will have a footprint of roughly 52,000 square feet. We understand that the structure will have one level below grade. The plan also shows a detention basin adjacent to the structure. We have previously performed 8 borings within the building footprint. Division of State Architect (DSA) requires a minimum of one boring per 5,000 square feet of building footprint area, therefore additional borings will need to be excavated.





### Parking, Access, and Lighting Project

The proposed Parking, Access, and Lighting (PAL) project will include ADA access ramps and walks, parking lot landscaping renovation, and new lighting. We have previously performed borings in some areas of these proposed improvements, but excavation of additional explorations for design of the proposed improvements appears appropriate.

### Wellness Pool

Based on the Architectural Site Plan (Sheet A1.02-"A", dated April 12, 2007), the proposed Wellness Pool will be constructed to the east of the main pool now being constructed within the Community Recreation Facility. We understand that grading of this entire area was observed and tested by Converse, and we assume that a report has been prepared documenting such. Based on this, additional explorations are not likely needed for design of the Wellness Pool.

### General Scope of Work

Our proposed geotechnical investigations and/or geotechnical evaluations for the six projects listed above will be tailored to develop representative profiles of the subsurface soil conditions at the site to provide geotechnical recommendations for design and construction of the proposed improvements. We understand these projects are under the jurisdiction of the California Division of the State Architect (DSA), and are subject to requirements for geotechnical exploration, which include the minimum placement of one exploratory boring per 5,000 square feet of proposed building footprint area. This and other DSA requirements have been considered in developing our exploration scope of work. Specifically, we propose the following scope for each of the six projects listed above:

- Review available in-house geotechnical reports, literature and maps relevant to the planned improvements. In our review, we will look for geological hazards and potential geotechnical issues that may significantly impact plans for the proposed improvements.
- Conduct a site visit to observe the current site conditions and evaluate access for drilling equipment.
- Before we begin fieldwork, we will mark the exploration locations and notify Underground Service Alert (USA) so that known public or private underground utilities can be identified. We would also ask that District Maintenance personnel review our proposed boring locations prior to beginning our field work. We will need you to provide us access to review up-to-date utility plans with District personnel prior to exploration. We are not responsible for damage to unidentified underground structures. As an added precaution and to help reduce



the risk of damaging underground utilities during subsurface exploration, we will also retain a private utility locator to further clear our proposed excavations.

- Drill, log and sample hollow-stem auger borings at representative locations within the proposed areas of improvements. These borings will extend to depths ranging from 5 to 50 feet below the existing ground surface, or practical refusal if shallower. Each boring will be logged by a member of our technical staff. Representative soil samples will be collected and transported to our laboratory for testing. Borings will be backfilled with soil cuttings and patched with cold-mix asphalt at the surface, where pavement is penetrated. The following number of borings for each project is currently proposed. However, the number of borings may need to be modified as project plans are developed.

<u>Project</u>	<u>Number of proposed borings (preliminary)</u>
Science Building	11
Science Modular CR Building	2
Student Center	5
Parking Structure No. 1	5
Parking, Access, and Lighting	5
Wellness Pool	None

- Laboratory testing of selected representative bulk and relatively undisturbed soil samples to determine maximum dry density and optimum moisture content, in-situ moisture content and dry density, grain size distribution, Expansion Index, direct shear, consolidation and collapse characteristics, and corrosion characteristics (preliminary screening for pH, resistivity, and chloride and sulfate concentrations).
- Data review, evaluation and analysis will be performed and/or supervised by California registered Professional Engineers and Geologists.
- Preparation of geotechnical reports for each project presenting our findings, conclusions and recommendations for design and construction of the proposed improvements. The purpose of these will be to submit to DSA/CGS for approval. Our reports will include geotechnical conclusions for seismic settlement susceptibility and parameters and recommendations for foundation design, slope stability, seismic coefficients, site retaining walls, pavement section, temporary excavations, and other pertinent project aspects.
- Coordination with the project team during the design phase and during DSA/CGS approval



## Scheduling

We are prepared to begin scheduling field equipment and personnel for the geotechnical exploration immediately upon receipt of your signed authorization to proceed. It is anticipated that it will take about 2 weeks to schedule equipment and to get USA and SBCCD maintenance personnel utility clearance for our boring locations. The fieldwork for each project will be completed in one to two days. Laboratory testing will take about two weeks to complete. Analysis and report preparation will require an additional two weeks. We anticipate our geotechnical reports will be available six (6) weeks after we receive signed authorization to proceed for each project. Project briefings can be provided as the data is developed, if requested.

## Fee

Leighton will conduct the proposed services on a time-materials basis at the unit rates in the attached fee schedule. Plans are in the early stages for many of the proposed improvements, therefore, the scope and fees described in this proposal are intended as a basis for project budgets based on our current understanding of the projects. More specific scopes and fees can be developed as project plans proceed. The preliminary estimated fees for each of the six projects described above are as follows:

<u>Project</u>	<u>Preliminary Estimated Fee</u>
Science Building	\$40,000
Science Modular CR Building	\$7,000
Student Center	\$25,000
Parking Structure No. 1	\$20,000
Parking, Access, and Lighting	\$10,000
Wellness Pool	\$5,000
Total Preliminary Estimated Fee:	\$107,000

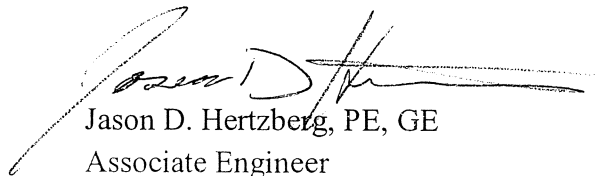
We understand that these projects are subject to the California Prevailing Wage requirements.



We appreciate the opportunity to provide our services to the San Bernardino Community College District. If you have any questions or information that would update our scope of work, please contact us.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Jason D. Hertzberg, PE, GE  
Associate Engineer

MDH/JDH/anl

Attachment: 2010 Fee Schedule, SBCCD

Distribution: (1) Addressee



**EXHIBIT D  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND LEIGHTON CONSULTING, INC.  
SCHEDULE OF FEES**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and LEIGHTON CONSULTING, INC. (CONSULTANT) providing professional services.

Exhibits:

Leighton Consulting, Inc. 2010 (2009) Professional Fee Schedule



Leighton

## 2010 PROFESSIONAL FEE SCHEDULE

### PROFESSIONAL SERVICES

San Bernardino Community College District

<b>Technical Staff</b>	<b>Hourly Rate</b>
Technician I .....	\$60
Technician II .....	.65
Soil/Field Technician (Prevailing Wage) ** .....	.75
Materials Inspection Manager .....	110
Staff Engineer/Geologist/Scientist/Field Supervisor .....	110
Senior Staff Engineer/Geologist/Scientist .....	115
Operations Manager/Equipment Operator .....	145
Project Engineer/Geologist/Scientist .....	120
Senior Project Engineer/Geologist/Scientist .....	125
Associate .....	175
Principal/Senior Principal .....	179
<b>Technical Support Staff</b>	<b>Hourly Rate</b>
Administrative Assistant/Word Processor .....	\$71
Information Specialist .....	.95
CAD Operator .....	100
GIS Specialist .....	114
<b>Miscellaneous</b>	<b>Unit Rates</b>
Vehicle usage .....	\$11 per hour
FTP Site Set Up .....	.67 each

\*\* Subject to change based upon project advertised date and changes in California prevailing wage rates.

## EQUIPMENT LIST

Task	Equipment, Supplies and Materials	Rate
9515	Air Compressor - portable	\$100 per day
9563	Air Flow Meter and Purge Pump (200 cc/min) - Low Flow	80 per day
9516	Brass / SS Soil Sample Tubes	8 per day
9594	Caution Tape (1000-foot roll)	15 each
9564	Core Sample Boxes	15 each
9532	Core Sampler & Hammer	25 per day
9565	Cutoff Saws, reciprocating, electric (Saws-All)	45 per day
9566	D.C. Purging Pump, 3 gpm	25 per day
9555	DOT 55-gallon Containment Drums	60 each
9517	Disposable Polypropylene Bailers	12 each
9567	Dissolved Oxygen Meter	40 per day
9537	Generator, Portable, 3,500 watts	75 per day
9512	Field Truck / Day	125 per day
9569	Four Gas Meter (RKI Eagle) / Day	120 per day
9590	GPS Unit (Trimble), Roving Surveying Equip.	50 per day
9540	GPS Station	150 per day
9531	Hand-Auger Sampling System	100 per day
9569	Hand-Held Electric Water Pump	60 per day
9538	In-Situ Level Troll 500 (each)	50 per day
9539	In-Situ Troll 9500 Low Flow Water Sampling Equipment	120 per day
9571	Jackhammer, electric, 90 lb	100 per day
9543	Level B Protection	300 per day
9544	Level C Protection	180 per day
9573	Locking Monitoring Well Cap	25 each
9574	Magnahelic Gauges, each	10 per day
9533	Misc. Field Items (consumables: OVA cartridges, gloves, string, etc)	30 per day
9559	Oil-Water, Dual-Stage Interface Probe	50 per day
9553	Padlock, Standard #3	18 each
9554	Padlock, Oversize #5	25 each
9522	pH/Conductivity/Temp Meter	45 per day
9549	Photo-Ionization Detector (PID) / Day	110 per day
9562	Photo-Ionization Detector (PID) / Week	440 per week
9557	Pump, 2 Stage	45 per day
9558	Pump, 4 Stage w/ controller	60 per day
9525	Reusable SS Bailers	20 per day
9581	Slip / Treaded Cap, 2" or 4" PVC, schd 40	8 each
9593	Snow Fence (100-foot roll)	15 per day
9541	Soil Sampling Tripod	30 per day
9542	Soil Sampling T-handle (Encore)	15 per day
9595	Survey Stakes	5 each
9526	Submersible Pump, 10 gpm, high powered Grunfos 2" & Controller	160 per day
9527	Submersible Sump/Transfer Pump, 10-25 gpm	45 per day
9585	Tedlar Bags	15 each
9586	Traffic Cones/Barricades	40 per day
9587	Trash Pump, 3-inch 400 gpm surface pump	75 per day
9556	Tubing, Clear Vinyl 3/8-inch to 1/4-inch	.45¢ per foot
9528	Turbidity Meter	70 per day
9548	Tyvek Suit	12 each
9529	Vapor Sampling Box	40 per day
9545	Vacuum Gauge (Digital) / Manometer (O&M Monitoring Eq.)	20 per day
9546	VelociCalc (O&M Monitoring Eq.)	35 per day
9588	Visqueen, 6-mil, 20'x100' roll	75 per roll
9536	Water Level Indicator (electronic well sounder) 100/200/300'	40 per day
9534	Tiltmeter, inclinometer and extensometer reading units	210 per day
9596	Water Quality Checked (pH, conductivity, turbidity, DO temp, Salinity)	110 per day

**EQUIPMENT LIST (Continued)**

<b>Task</b>	<b>Equipment, Supplies and Materials</b>	<b>Rate</b>
9521	Other Equipment	Upon Request
6300	Skidmore-Wilhelm bolt cell	40 per day
6301	Small torque wrench	15 per day
6309	Big torque wrench	20 per day
6302	Air meter	25 per day
6303	Pachometer	50 per day
6304	Schmidt Hammer	30 per day
6307	110V, 50A generator	125 per day
6308	Brass mold	15 per day
9597	Double-Ring Infiltrometer (ASTM D3385)	350 per day
	Drill Rig, Hollow-stem auger, tuck mounted (onsite and travel)	290 per hour
	Drill Rig, Hollow-stem auger, limited access (onsite and travel)	330 per hour
	Asphalt patch	30 each
	Backhoe with operator (onsite and travel)	180 per hour
	Private utility locator (onsite and travel)	400 per hour
	Geophysical survey (onsite and travel)	400 per hour



## SCHEDULE OF SERVICES – SOILS TESTING

Task	Identification & Index Properties	Method	Price \$ ea.
8002	Moisture Content	ASTM D 2216	20
8003	Moisture and Density (Ring Samples)	ASTM D-2937	30
8004	Moisture Content & Density ( <i>Shelby tube or requires cutting</i> )	ASTM D 2937	40
8005	Atterberg Limits (3 points)	ASTM D 4318	150
8006	Single Point / Nonplastic	ASTM D 4318	84
8024	Atterberg Limits (Organic)	ASTM D 2487 / 4318	182
8007	Visual classification of point as nonplastic	ASTM D 2488	11
8008	Particle Size: Sieve (1½" to -#200)	ASTM D 422	110
8023	Particle Size: Sieve (6" to -#200)	ASTM D 422/C136	175
8009	Hydrometer only	ASTM D 422	110
8010	Sieve & Hydrometer	ASTM D 422	185
8011	Dispersive Characteristics of Clay Soil ( <i>Double Hydrometer</i> )	ASTM D 4221	89
8012	Specific Gravity: Fine (passing #4)	ASTM D 854	125
		/CTM 207	
8013	Coarse (retained on #4)	ASTM C 127	100
		/CTM 206	
8014	Total Porosity – On Shelby tube sample	<i>calculated from density &amp; specific gravity</i>	137
8015	Total Porosity – On other sample		105
8016	Photograph of sample		11
8017	Shrinkage Limits ( <i>Wax Method</i> )	ASTM D 4943	126
8018	Pinhole Dispersion	ASTM D 4647	210
8020	Percent Passing #200 Sieve	ASTM D 1140	70
8021	Moisture & Density ( <i>Chunk Samples</i> )		58
8022	Sand Equivalent	ASTM D 2419 / CTM 217	105
<b>Soil Chemistry</b>			
8050	pH	DOT CA Test 532/643	42
8051	Electrical Resistivity – single point – insitu moisture		42
8052	Minimum Resistivity ( <i>minimum of 3 points</i> )	DOT CA Test 532/643	89
8053	pH & Minimum Resistivity	DOT CA Test 532/643	131
8054	Sulfate Content - Gravimetric	DOT CA Test 417 Part II	68
8055	Sulfate Screen	HACH kit	32
8056	Chloride Content	DOT CA Test 422	68
8057	Corrosion Suite: pH, Chloride, Minimum Resistivity & Sulfate ( <i>gravimetric</i> )	DOT CA Test 532/643	245
8058	Organic Matter Content	ASTM 2974	63
<b>Shear Strength</b>			
8070	Pocket Penetrometer		16
8072	Direct Shear (3 points) <i>Consolidated Undrained - 0.05 in./min.</i>	ASTM D 3080 mod.	285
8073	Direct Shear (3 points) <i>Consolidated Drained - &lt;0.05 in./min.</i>	ASTM D 3080	345
8074	Residual Shear ( <i>price per pass after shear</i> )	EM 1110-2-1906-IXA	70
8075	Remolding or Hand Trimming of specimens (3 points)		90
8076	Oriented or Block Hand Trimming (per hour)		58/hour
8077	Daily equipment usage rate (after 2 days)		35/day
8079	Single Point Shear		105
8080	Torsional Shear		620
<b>Compaction &amp; Bearing Capacity</b>			
8090	R-Value – <i>Untreated</i>	CTM 301	310
8091	R-Value – <i>Lime or cement treated soils (≤7% additive)</i>	CTM 301	338
8094	Standard Proctor Compaction - 4 points	ASTM D 698	
8092	4 inch mold	Methods A&B	182
8093	6 inch mold	Method C	215
	Modified Proctor Compaction (Max Density) - 4 points	ASTM D 1557	
8100	4 inch mold	Methods A&B	220
8101	6 inch mold	Method C	245



## SCHEDULE OF SERVICES – SOILS TESTING (Continued)

8102	Check Point		65
8103	Relative Density ( <i>0.1 cubic foot mold</i> )	ASTM D 4253, D 4254	236
8104	California Bearing Ratio (CBR) – 3 point *	ASTM D 1883	500
8105	– 1 point *		184

\* *Compaction (Max Density) should also be performed – not included in above prices*

Task	Method	Price
8000	Relative Compaction of Untreated & Treated Soils & Aggregates (“Cal 216” – Caltrans wet density compaction curve)	CTM 216 250
<b>Static Uniaxial &amp; Triaxial Strength Tests</b>		
8120	Unconfined Compression ( <i>with stress/strain plot</i> )	ASTM D 2166 135
8121	UU Test – Unconsolidated/Undrained (Q) ( <i>per confining stress</i> )	ASTM D 2850 168
8122	Consolidated Undrained (CU, R-bar) with Back Pressure Saturation & Pore Water Pressure Measurement ( <i>per confining stress</i> )	ASTM D 4767 375
8127	Consolidated Drained (CD, S) with Volume Change Measurement	EM 1110-2-1906(X)
8123	Sand or silty sand soils ( <i>per confining stress</i> )	375
8124	Silt or clayey sand soils ( <i>per confining stress</i> )	500
8125	Clay soils ( <i>per confining stress</i> )	705
8126	Three-stage Triaxial Tests	Above price + 75%
<b>Consolidation &amp; Swell Tests</b>		
8140	Consolidation ( <i>11 loads up to 16 ksf &amp; unload to .25 with Strain vs. P curve and one Time curve</i> )	ASTM D 2435 195
8141	Each additional Time Curve	45
8142	Each additional load/unload w/o Time Reading	42
8143	Expansion Index	ASTM D 4829 131
8144	Expansion Index	UBC 18-2 160
8145	Swell/Collapse Test – Method A ( <i>Up to 10 load/unloads w/o time curves</i> )	ASTM D 4546-A 289
8146	Single Load Swell/Collapse Test - Method B ( <i>Seat, load, and inundate only</i> )	ASTM D 4546-B 105
8148	Collapse Potential of Soils	ASTM D 5333 220
<b>Hydraulic Tests</b>		
8162	Triaxial Permeability in Flexible-Wall Permeameter with Backpressure Saturation (at One Effective Stress)	EPA 9100/ASTM D 5084 (Falling Head Method C) 310
8163	- Each Additional Effective Stress	121
8164	- Hand Trimming of Soil Samples for Horizontal K	58
8169	Remolding of Test Specimens	58
<b>Soil-Cement</b>		
8106	Moisture-Density Relations of Soil-Cement Mixtures	ASTM D 558 200
8130	Compressive Strength of Molded Soil-Cement Cylinders (per cylinder)	ASTM D 1633 50
8161	Remolded Specimen	236
8200	Box of Rings	125



**MATERIALS TESTING & INSPECTION SCHEDULE OF SERVICES**

<b>Task</b>	<b>Special Inspection Services (field)</b>	<b>Prevailing Wage**</b>
6200	Special Inspection Concrete ICC	\$72
6201	Special Inspection Post-Tension Concrete ICC	72
6202	Special Inspection Structural Steel/Welding & Bolting ICC	72
6203	Special Inspection Welding AWS/CWI	76
6204	Special Inspection Masonry ICC	72
6205	Special Inspection Masonry DSA	76
6207	Special Inspection Asphalt	72
6208	Special Inspection Fireproofing ICC	72
6211	Special Inspection Shotcrete or Gunitite ICC	72
6212	Special Inspection Shotcrete or Gunitite DSA	76
6213	Special Inspection Epoxy Injection & Anchors	72
6214	Batch Plant Inspection Concrete/Asphalt	72
6217	Fabrication Inspection (Local) AWS/CWI, ICC, Glulam	72
6218	Fabrication Inspection (Outside Southern California)	Quote upon request, site-specific
6219	Inspector Verified Report (DSA-5/DSA-6)	76

<b>Task</b>	<b>Technician Services</b>	<b>Prevailing Wage**</b>
6230	ACI Concrete/Rebar Tag & Sample	\$72
6233▣	Pachometer Survey	72
6234▣	Schmidt Hammer Survey	72
6235▣	Moisture Testing	72
6236▣	In-situ surface Wenner soil resistance test (including equipment)	100
6237▣	Pull-out Test on Embedded Bolts, Anchors and Dowels (including equipment)	100
6238▣	Earth Anchor Hold Down Test (4 hour, full load application with tests 5 minimum)	Quoted based on location
6239▣	Earth Anchor Hold Down Test (Prelude / short term with full load)	Quoted based on location
6240▣	Coring Concrete, Masonry or Asphalt in Field	Quoted based on location
6241▣	Sawing Concrete, Masonry or Asphalt in Field	Quoted based on location
6242	Pick-up and Delivery – (weekdays, per trip, <50 mile radius from Leighton office)	80
6232	Coring and Sizing (in house, at Leighton laboratories)	80
7120	Laboratory Technician (at Leighton laboratories)	50

▣ Portal to Portal

<b>Task</b>	<b>Concrete Strength Characteristics</b>	<b>Method</b>	<b>Per Test</b>
7200	Concrete Cylinders (6-inch by 12-inch) - Compression	ASTM C-39	\$22
7201	Gunitite /Shotcrete Cores (laboratory coring and testing only)	ASTM C-42	60
7202	Lightweight Fill Concrete (3-inch by 6-inch)	ASTM C-495	30
7203	Compression, Concrete or Masonry Cores (testing only) ≤6-inch diameter	ASTM C-42	40
7220	Trimming concrete cores (per core)		20
7204	Splitting Tensile – 6-inch by 12-inch cylinder	ASTM C-496	50
7205	Flexural Strength of Concrete (Simple Beam with 3rd pt. Loading)	ASTM C-78	65
7206	Mix Design, Determination of Proportions		250
7207	Mix Design, Review of Existing		150
7208	Laboratory Trial Batch with Slump, Unit Weight & Air Content	ASTM C-192	457
7209	6-inch by 12-inch Cylinder, Make and Test (lab trial batch)	ASTM C-192	25
7210	3-inch by 6-inch Grout Prisms, Make and Test (lab trial batch)	ASTM C-192	25
7211	6-inch by 6-inch Flexural Beams, Make and Test (lab trial batch)	ASTM C-192	65
7213	Cylinder molds, 6-inch by 12-inch, 2-inch by 4-inch when not used with testing		3
7214	Unit Weight of Hardened Light weight Concrete	ASTM C-567	50
7215	Rapid Cure Concrete Cylinders (Boil Method)	ASTM C-684	50
7216	Drying Shrinkage (Four Readings, up to 90 days, 3 bars)	ASTM C-157	400
7217	Modulus of Elasticity/Poisson's Ratio 3-inch by 6-inch cores	ASTM C-469	350
7376	Flexural Strength of Concrete (simple beam w/ center point loading) †	CTM 523	65



## Leighton | 2009 Fee Schedule

<b>Task</b>	<b>Aggregate Properties</b>	<b>Method</b>	<b>Per Test</b>
7240	Sieve Analysis of Fine and Coarse Aggregate	ASTM C-136	\$135
7241	Sieve Analysis-Finer than #200 (Wash)	ASTM C-117	90
7242	LA Rattler-Smaller Coarse Aggregate <	ASTM C-131	165
7243	LA Rattler-Larger Coarse Aggregate >	ASTM C-535	190
7244	Soundness Magnesium	ASTM C-88	225
7249	Soundness Sodium		650
7245	Organic Impurities	ASTM C-40	90
7246	Clay Lumps, Friable Particles	ASTM C-142	175
7370	Soil & Aggregate Preparation & Sieve (Fine & Coarse Aggregate) ж	CTM 201 & 202	265
7373	Grading & Specific Gravity Calculation †	CTM 105	80
7247	Durability Index	CTM 229	200
7248	Cleaness Value of Coarse Aggregate	CTM 227	210
<b>Task</b>	<b>Masonry</b>	<b>Method</b>	<b>Per Test</b>
7260	Mortar Cylinders (2-inch by 4-inch)	ASTM C-780	\$25
7261	Mortar Cubes (2-inch by 2-inch)	ASTM C-109	25
7262	Grout Prisms (3-inch by 6-inch)	ASTM C-1019	25
7263	Compression, Concrete or Masonry Cores, ≤6-inch diameter (Testing Only)	ASTM C-42	40
7264	CMU Compression (3 required) to size 8-inch by 8-inch by 16-inch	ASTM C-140	45
7265	CMU Compression (3 required) greater than 8-inch by 8-inch by 16-inch	ASTM C-140	50
7266	CMU Moisture Content, Absorption & Unit Weight (6 required)	ASTM C-140	40
7267	Masonry efflorescence (5 required)	ASTM C-67	40
7268	CMU Linear Drying Shrinkage	ASTM C-426	175
7269	CMU Grouted Prisms (compression test ≤ 8 inch by 8-inch by 16-inch)	ASTM E-447	180
7280	CMU Grouted Prisms (compression test > 8-inch by 8-inch by 16-inch)	ASTM E-447	250
7281	Masonry Core-Shear Title 24 (Test Only)		70
7283	Specimen Prep (Sample by others)		50
7284	CMU width, depth and face shell measurements		40
<b>Task</b>	<b>Brick</b>	<b>Method</b>	<b>Per Test</b>
7290	Compression (5 required)	ASTM C-67	\$40
7291	Modulus of Rupture (5 required)	ASTM C-67	40
7292	Absorption, Soak (5 required)	ASTM C-67	40
7293	Absorption, Boil (5 required)	ASTM C-67	50
7294	Absorption, Saturation Coefficient (5 required)	ASTM C-67	50
7295	Initial Rate of Absorption (5 required)	ASTM C-67	40
7296	Efflorescence (5 required)	ASTM C-67	55
7297	Efflorescence with Mortar (5 required)	ASTM C-67	65
<b>Task</b>	<b>Steel Reinforcement</b>	<b>Method</b>	<b>Per Test</b>
7300	Tensile Test, Up to No. 10	ASTM A-370	\$45
7301	Tensile Test, No. 11 and over	ASTM A-370	100
7302	Bend Test, Up to No. 11	ASTM A-370	45
<b>Task</b>	<b>Structural Steel</b>	<b>Method</b>	<b>Per Test</b>
7310	Tensile Strength, ≤100,000 pounds axial load	ASTM A-370	\$45
7311	Tensile Strength, 100,000 to 200,000 pounds axial load	ASTM A-370	60
7312	Bend Test	ASTM A-370	40
7313	Pipe Flattening Test	ASTM A-370	Quote
7314	Machining and Preparation of Samples	ASTM A-370	Quote
7315	Brinell & Rockwell Hardness Test	ASTM A-370	55
7316	Chemical Analysis, Carbon and Low Alloy Steel		Quote
<b>Task</b>	<b>Pre-stressing</b>	<b>Method</b>	<b>Per Test</b>
7320	Prestressing Wire, Tension (stress vs. strain plot)	ASTM A-416	\$150
7321	Sample Preparation (cutting)		50
7322	Prestressing cable, 7 wire (Breaking strength/Modulus of Elasticity)	ASTM A-416	190



## Leighton | 2009 Fee Schedule

Task	Weld Procedure and Welder Qualifications	Method	Unit Rates
6320	Welder Certification/Weld Procedure Review (AWS/CWI)		\$76/hour
7330	Weld Tensile Test		50 each
7331	Weld Bend Test		40 each
7332	Weld Macro-Etch		60 each
7333	Bolt Tensile Test		50 each
7334	Bolt, Nut or Washer Hardness Test		<b>50 each</b>
7335	Bold Elastic Proof Load Test		<b>50 each</b>
<b>Task</b>	<b>Fireproofing</b>		
7340	Unit Weight (Density)	UBC Std. 7-6	<b>Per Test</b> \$60
<b>Task</b>	<b>Asphalt Concrete, Specimen Testing</b>	<b>Method</b>	<b>Per Test</b>
7350	Extraction, Percent Asphalt and Gradation, Centrifuge	ASTM D 2172/ C 136	\$195
7351	Extraction & Percent Asphalt (only), Centrifuge	ASTM D 2172	155
7355	Extraction and Gradation Only, Centrifuge	ASTM D 2172/ C 136	175
7352	Bulk Specific Gravity – Molded Specimen or Cores	ASTM D-1188	55
7353	Maximum Density - Hveem	CTM 308	125
7354	Stabilometer Value	CTM 366	265
7357	Bituminous Mixture Preparation	CTM 304	80
7377	Moisture Content of Asphalt †	CTM 370	60
7378	Sampling Highway Materials/Products (Roadway Structural Sections) †	CTM 125	per hour Quote
7379	Extraction by Ignition Oven	CTM 382 (8/2003)	150
	Rubberized Asphalt		add 25%
<b>Task</b>	<b>Mix Design/Control</b>	<b>Method</b>	<b>Per Test</b>
7360	Mix Design – Hveem Including Aggregate Tests per Design	ASTM D 1560/CTM 366	Quote
7361	Mix Design – Marshall Including Aggregate Tests per Design	ASTM D 1559	Quote
7362	Field Mix – Hveem Stability per point	ASTM D 1560/CTM 366	\$200
7363	Field Mix - Marshall Stability per point	ASTM D 1559	200
<b>Task</b>	<b>Moisture Vapor Emission Rate (MVER) Test</b>	<b>Method</b>	<b>Per Test</b>
6325	Moisture Test Kit (excludes labor to perform test)	ASTM E-1907	\$60
<b>Task</b>	<b>Other Services</b>		
6260	Non-Destructive Testing (NDT) of Welds	ANSI	\$92
6259	Radiographic Testing		Quote
6270	Project Closeout		215 per hour

‡ soil † material ✕ soil & materials

**TERMS AND CONDITIONS**

- Overtime for field personnel will be charged at 1.5 times basic hourly rates up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on holidays.
- Expert witness testimony will be charged at 2.0 times the above rates, with a minimum charge of four hours per day.
- Invoices are rendered monthly, payable upon receipt.
- Proposals are valid for 30 days, unless otherwise stated in the proposal.
- Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, subsistence, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 15%, unless billed directly to, and paid by client.
- Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the site, and agrees to reimburse Leighton for all costs related to their unanticipated discovery.
- These rates are predicated on standard insurance coverage and a limit of liability to our fees for the project.
- For "paid when paid" contracted work, Leighton shall receive payment within 10 calendar days from when our Client receives payment for our services.
- Minimum Hourly Charges for Geotechnical and Environmental Technicians:
  - 1. Monday-Friday ..... 2 hours
  - 2. Saturday and Sunday ..... 4 hours
- Minimum Hourly Charges for Special Inspectors or Material Field Services (field time only):
  - 1. Cancellation of inspections not canceled by 4:00 p.m. on preceding day ..... 2 hours
  - 2. One-half working day or less except as No. 3 below applies ..... 4 hours
  - 3. Over one-half working day/or begins before noon and extends into afternoon ..... 8 hours
- All soil samples should be free of hazardous materials. Standard turn-around time for test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied.
- Cylinder Holds: After all designated 28-day breaks for a given set meet specified compressive strength, all "hold" cylinders will be automatically disposed of, unless specified in writing prior to the 28-day break.
- Cancellation of Field Services: No charge if made before 4:00 p.m. of the preceding work day. See Minimum Charge.
- Parking: When not furnished, parking will be charged at cost plus 15%.
- License & Permits: Additional cost of any special licenses or permits for a project will be billed at cost plus 20 percent.



## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services  
PREPARED BY: Lawrence J. Klumas, Bond Program Director  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Agreement for Geotechnical Services with C.H.J. Incorporated

### RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement with C.H.J. Incorporated in the amount of \$195,700.00 for geotechnical services at SBVC.

### OVERVIEW

In September 2009 an updated Professional Services Screening & Recommendation Process for Measure M Projects was presented to the Board. The goals of that process are to 1) reach out to the professional services community twice a year through publications, professional organizations, and other means, and 2) establish Screening Advisory Committees comprised of District and College stakeholders to develop evaluation and rating criteria, and interview and recommend firms for appointment by the Board of Trustees.

As a result of this process, C.H.J. Incorporated is being recommended to perform geotechnical services for the following Measure M projects at SBVC: Parking Structure, Business Building, Central Plant, Gymnasium, Accessibility, and Utilities Alignment.

### ANALYSIS

C.H.J. Incorporated will perform geotechnical services including 1) soil borings, 2) standard penetration of testing for samples at each boring location, 3) laboratory testing in conformance with applicable ASTM standards, 4) engineering analysis for seismic design, and 5) providing a geotechnical report, per site, which includes summary of findings, conclusions, and geotechnical recommendations for design and construction. The negotiated fee for these services is \$195,700.00.

### BOARD IMPERATIVE

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

### FINANCIAL IMPLICATIONS

Budgeted with Measure M funds.

Attachment

**AGREEMENT FOR  
GEOTECHNICAL SERVICES  
BY AND BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
C.H.J. INCORPORATED INC.**

This Agreement ("Agreement") is entered into this 11<sup>th</sup> day of February 2010, by and between the **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT** ("District"), **C.H.J. INCORPORATED** ("Consultant") for geotechnical services for San Bernardino Valley Campus.

**THE DISTRICT AND CONSULTANT AGREE AS FOLLOWS:**

**1. CONSULTANT SERVICES**

- 1.1 Term.** This Agreement shall be deemed effective on February 11, 2010, and shall continue in effect until the earlier of: (1) full performance by Consultant; (2) termination by District or Consultant in accordance with Section 15, below; or two (2) years from said effective date of this Agreement. Expiration of this Agreement pursuant to Clause (3), above, shall not be construed as relieving the Consultant from its liability or responsibility to District if any, for failing to complete or timely complete its performance under an in accordance with this Agreement.
- 1.2 Project Objective.** Consultant shall perform, in a manner that is consistent with the directives of the District and the San Bernardino Community College District's Bond Program Manager and Construction Manager, all professional services to accomplish the objectives of the District.
- 1.3 Scope of Services.** Consultant agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services to fulfill the requirements in this Agreement and Exhibits attached hereto ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement. Work assignments under this Agreement may also be incrementally authorized as needed by the District by way of written Purchase Orders. Any inconsistencies or discrepancies between the provisions of this Agreement and the Exhibits shall be construed in favor of and governed by the terms and conditions of this Agreement.
- 1.4 Meetings, Certifications.** Consultant shall, in connection with its performance of the Services, attend meetings with District and its consultants and execute any certifications or other documentation reasonably requested by the District within the scope of Services required by this Agreement.
- 1.5 Applicable Laws.** Services performed and work product produced by Consultant shall at all times comply with applicable federal, state and local laws, ordinances, regulations and codes ("Applicable Laws").
- 1.6 Corrections.** All corrections or clarifications to Services or work product provided by Consultant under this Agreement shall be at no additional cost to District.
- 1.7 Personnel.** Consultant has designated Michael Foscolos to serve as its Project Manager for the performance of the Services. The designated Project Manager shall not be removed or re-assigned by the Consultant without the prior written consent of the District. Upon request by the District, exercised in its sole discretion, Consultant shall remove and replace any employee or Subconsultant with another individual or Subconsultant acceptable to District.
- 1.8 Licensing.** Consultant warrants and represents that it has, and will maintain throughout



performance of this Agreement, any and all professional and business licenses issued by the State of California or other appropriate federal, state or local governmental authority, required by applicable laws for the performance of the Services (“Applicable Laws”).

**1.9 Performance Standard.** All services performed by Consultant and its Subconsultants under this Agreement shall be performed in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity required under this Agreement. Consultant shall endeavor to perform its services in a manner consistent with the College’s and the District’s economic, educational, and governmental best interests.

**1.10 Subconsultant.** Consultant may, with prior approval by District not to be unreasonably withheld, enter into written contracts with subconsultants (“Subconsultants”) to perform a portion of the Services; provided, however, that (1) Consultant shall remain fully responsible for the acts and omissions of its Subconsultant who accepts and agrees to be bound by all of the obligations of this Agreement including, without limitation, those obligations pertaining to licensing, indemnification, insurance, accounting records and ownership of designs and documents, and (b) provides for contingent assignment of the Subconsultant’s contract to District or its designee effective upon written acceptance by District or its designee.

**1.11 Calendar Days.** All references in this Agreement to “days” shall, unless otherwise identified as working or business days, be deemed to mean calendar days.

## **2. DISTRICT’S RESPONSIBILITY**

**2.1 Reference Information.** Upon request by Consultant, District shall endeavor to provide Consultant with plans, specifications and other information; however, District does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein.

**2.2 Access.** District shall provide Consultant reasonable access to such properties owned by the District as needed to perform the Services.

**2.3 Approvals.** Approvals by or on behalf of the District of any documents prepared by Consultant, or of any Services performed under this Agreement, shall not, under any circumstances, be deemed as relieving Consultant from its sole responsibility to produce and prepare such documents and perform such Services in a manner consistent with Applicable Laws and standards of performance set forth this Agreement.

## **3. OWNERSHIP OF DESIGNS AND DOCUMENTS**

All plans, drawings, designs, reports, data and other information prepared by Consultant or its Subconsultant (“Design and Documents”) are instruments of professional services and shall be and remain the sole property of District with out limitation to the forgoing: District shall hold and Consultant shall be deemed to have been irrevocably assigned to District in perpetuity, with no reserved or retained rights in any other persons or entities, all copyrights to the Design and Documents. The District hereby grants to Consultant and its Subconsultants a license, revocable at will of District, to use and copy the Designs and Documents during the term of this Agreement for the sole purpose of performing the Services. Upon the earlier of termination of the Agreement or completion of performance of the Services, Consultant and its Subconsultants shall deliver all of the original plans, drawings, reports, data and other information prepared in the course of their performance of this Agreement to the District. Consultant shall not be responsible or liable to District or others for any damages, liabilities, or costs arising from the modification of Design and Documents by the District or any person or entity that acquires or obtains the Design and Documents from or through the District.

## **4. CONSULTANT’S FEE**

District agrees to pay Consultant for the faithful performance of the Services under this Agreement an amount not to exceed ONE HUNDRED AND NINETY-FIVE THOUSAND AND SEVEN HUNDRED DOLLARS (\$195,700.00). If the District issues any written Purchase Orders, the District agrees to pay Consultant for any work assigned by Purchase Orders consisting of a negotiated fixed fee for services set forth in the Purchase Orders(s), plus any authorized reasonable out-of-pocket expenses acceptable to the District as set forth in each Task Order.

**5. PAYMENT**

Consultant shall submit to District each month during performance of this Agreement an invoice, in such format as specified by District, for sums earned for Services performed, not to exceed a reasonable allocable portion of its Fee for Services properly performed, and Reimbursable Expenses incurred and paid, during the prior month. Each invoice shall contain such detailed information on Services performed and documentation verifying Reimbursable Expenses incurred and paid. Except as to sums disputed in good faith by District, District shall pay Consultant amounts due upon an invoice properly prepared and submitted.

**6. CONSULTANT ACCOUNTING RECORDS**

Consultant and its Subconsultants shall maintain books and records of accounts of all charges, costs, expenses and time expended in connection with this Agreement. Such books and records shall be available for inspection and copying by District or its authorized representative(s) during regular business hours within one (1) week following a request by District to examine same. Failure by Consultant to permit such examination within one (1) week of request, or such longer period as may be authorized by District in writing, shall permit District to withhold all further payments under this Agreement until such examination is completed.

**7. ADDITIONAL SERVICES**

The District shall have the right to order, in writing, performance of additional services (“Additional Services”) not within the scope of the Services described in Section 1 above. The District and Consultant shall, prior to performance by Consultant of Additional Services, negotiate a fixed fee or not-to-exceed compensation for such Additional Services. The District, in its sole discretion may request Consultant to perform Additional Services on an hourly basis to be compensated based on the rates set forth in Exhibit “D” attached hereto. No compensation will be paid to Consultant unless prior written authorization to provide and proceed with any Additional Services is given by the District.

**8. TIME OF COMMENCEMENT AND PERFORMANCE**

Time is the essence to all of Consultant’s obligations under this Agreement. Consultant shall commence its Services immediately effective upon the date of this Agreement, or upon such other date as may be directed in writing by District. All Services shall be completed with reasonable promptness so as to not delay the District in meeting any schedule deadlines.

**9. INDEMNIFICATION**

**9.1 General Indemnity Obligations**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold District harmless from all liability arising out of:

- a. Any and all claims under Workers’ Compensation acts and other employee benefit acts with respect to Consultant’s employees or Consultant’s Subconsultant’s employees arising out of Consultant’s work under this Agreement; and
- b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from

any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Consultant or the District, or any person, firm or corporation employed by the Consultant or the District upon or in connection with the Services under this Agreement, except for liability resulting from the sole or active negligence, recklessness or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services under this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, recklessness or willful misconduct of the District.

## 9.2 Sub-Consultant Indemnity Agreements.

The Consultant agrees to obtain or cause to be obtained and executed, defense and indemnity agreements with provisions identical to those set forth in this Section 9 from each and every Subconsultant of every tier. In the event the Consultant fails to do so, Consultant agrees to be fully responsible to provide such defense and indemnification for its Subconsultants according to the terms of this Section 9.

## 10. INSURANCE

10.1 Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b. Commercial General Liability insurance with limits of not less than \$1,000,000 for each claim with a \$2,000,000 General Aggregate limit and Automobile Liability Insurance with a combined single limit of \$1,000,000, bodily injury and property damage liability per occurrence including:

- i. Owned, non-owned and hired vehicles;
- ii. Blanket contractual;
- iii. Broad form property damage;
- iv. Products/completed operations; and
- v. Personal injury.

AC c. Professional liability insurance, including limited contractual liability, with limits of \$2,000,000, ~~per claim~~. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such Subconsultant to purchase and maintain

insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d. Each policy of insurance required in 10.1(b) above shall name the District and Kitchell/BRJ and its officers, agents and employees as additional insureds.

- 10.2 All insurance required by this Section shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance apply on a primary basis.
- 10.3 Auto liability insurance shall cover owned, non-owned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of non-owned and hired auto endorsement to the general liability policy.
- 10.4 All insurance policies shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements under this Section 10.
- 10.5 Consultant agrees that if it does not keep the required insurance under this Agreement in full force and effect, District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, District may take out the necessary insurance and pay, at Consultants expense, the premium thereon.
- 10.6 At all times during the term of this Agreement, Consultant shall maintain on file with the District all required certificates of insurance and endorsement in forms acceptable to the District, showing that the required insurance policies are in effect in the required amounts.
- 10.7 Any "self-insured retention" must be declared and approved by the District. District reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid or transfer risk are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to the District prior to executing this Agreement.

#### **11. INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain, a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's officers, agents or employees, except as set forth herein. Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of Consultant's employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Consultant's employees.

#### **12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS**

In the performance of this Agreement Consultant shall comply with all applicable provisions of this California Fair Employment Practices Act (California Government Code Section 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), whichever is more restrictive.

#### **13. CONFLICTS OF INTEREST**

Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code

Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement.

**14. SUCCESSORS AND ASSIGNS**

This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of the contract, or any claim or right to monies due under this Agreement, without prior written approval of District, which approval may be granted or withheld in sole discretion of District.

**15. TERMINATION OF AGREEMENT**

**15.1** This Agreement may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant. In the event termination is for a substantial failure of performance by Consultant, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to Consultant.

**15.2** In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 15.3 below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

**15.3** This Agreement may be terminated without cause by District upon fourteen (14) days' written notice to Consultant. In the event of a termination without cause, the District shall pay Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the District or in the possession of the Consultant. In addition, Consultant will be reimbursed for reasonable termination costs through the payment of the average monthly billing paid by the District for the past six months immediately preceding the month termination occurs pursuant to this Paragraph as termination for convenience costs. This payment is agreed to compensate Consultant for the unpaid profit Consultant would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

**16. DISTRICT REPRESENTATIVE**

The Vice Chancellor of Fiscal Services, or his/her designee, shall represent the District in connection with the performance and enforcement of this Agreement. No other person has the authority to contractually bind the District to any modification of this Agreement, including without limitation, any modification of the scope of Services or compensation due under Agreement.

**17. CONTINUOUS PERFORMANCE**

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's remedy shall be to submit such controversy to mediation. If not resolved in mediation, the Consultant shall submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

**18. NO WAIVER BY DISTRICT**

No statement, action or course of conduct by District, including without limitation, any payment, acceptance, review or approval, shall be deemed as a waiver by District of any rights under this Agreement, including without limitation, any rights arising due to default by Consultant, or as a release of Consultant from its responsibility or liability for errors or omissions by Consultants or its Subconsultants in connection with the performance of this Agreement.

**19. NOTICE OF OBJECTIONS**

Consultant shall give District immediate written notice if, at any time during performance of this Agreement, Consultant objects to any decision or action by District for any reason, including without limitation, on the basis that it is in conflict with any advice of Consultant. Failure to provide such written objection shall be deemed to be Consultant's approval of such decision or action as being consistent with Consultant's advice.

**20. SEVERABILITY**

Should any part, term, portion or provision of this Agreement, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with any Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other any party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

**21. NO THIRD PARTY RIGHTS**

Nothing contained in this Agreement shall be construed as creating or conferring any rights upon any person or entity other than the parties signing this Agreement.

**22. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**23. SURVIVAL OF OBLIGATIONS**

All provisions of this Agreement that either expressly, or by their nature require performance or assumption by the Consultant of an obligation that extends beyond termination or completion of performance under this Agreement, including without limitation, the Consultant's obligations of, or relating to, indemnification, insurance, confidentiality, and ownership of documents, shall be deemed to survive either termination or complete performance under this Agreement.

**24. LIST OF EXHIBITS**

The following Exhibits are attached hereto and incorporated as part of this Agreement

**EXHIBIT "A" – DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**

**EXHIBIT "B" – PROJECT SCHEDULE**

**EXHIBIT "C" – CONSULTANT PROPOSAL**

**EXHIBIT "D" – SCHEDULE OF FEES**

This Agreement entered into as of the day and year first written above.

DISTRICT

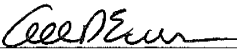
San Bernardino Community College District

\_\_\_\_\_

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

CONSULTANT

C.H.J. Incorporated

 \_\_\_\_\_

Date: 1-15-10

**EXHIBIT A  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND C.H.J. INCORPORATED**

**DESCRIPTION OF BASIC SERVICES AND RELATED MATTERS**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and C.H.J. INCORPORATED (CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

**1.1 General Requirements**

1.1.1 The scope of work is for the SAN BERNARDINO VALLEY COLLEGE that includes GEOTECHNICAL INVESTIGATION is generally described as listed below:

1. Locate and mark proposed soil boring locations for buildings or areas to be investigated.
2. Contact and coordinate with Underground Service Alert (USA) and College maintenance personnel on locating underground utilities at the proposed drill locations and their area proximities.
3. Provide a sufficient number (or as identified in Exhibit 'C') of borings to provide general geotechnical properties and within required codes and regulations for minimum boring sampling.
4. Each boring shall be to a minimum depth of 20'-0" with at least one boring at each building site going to a minimum depth of 50'-0" (or practical refusal or as noted in Exhibit 'C').
5. At each boring, bulk, relatively undisturbed and Standard Penetration Testing of samples will be performed.
6. Laboratory testing shall be done on representative soil samples and will be tested in accordance with applicable ASTM standards.
7. Engineering analysis to be provided.
8. Engineering analysis will be provided for wall design parameters including seismic components for cantilever and supported conditions, slab-on-grade design recommendations including moisture protection, and design recommendations for pavement and sidewalks.
9. Each building shall have a report, unique to its site, which includes a summary of findings, conclusions, and geotechnical recommendations for design and construction of the improvements.
10. A geotechnical engineer, registered in the state of California, and a California Certified Engineering Geologist shall review and sign the reports and recommendations.

1.1.2 Receive and review information pertaining to the Project in a timely manner.

For Scope of Services see attached C.H.J. Incorporated proposal of 7 pages dated January 8, 2010 (Exhibit C).



**EXHIBIT B  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND C.H.J. INCORPORATED**

**PROJECT SCHEDULE**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and C.H.J. INCORPORATED CONSULTANT) providing professional services.

1. CONSULTANT shall provide the DISTRICT under Section 1 of the Agreement, the following Basic Services at in accordance with the terms and conditions of the Agreement within the time stipulated in Exhibit B:

1.1 The schedule proposed for the complete project is approximately eighteen (18) months

1.2 These services commence upon issuance of the San Bernardino Community College District "Notice to Proceed" (NTP).

1.3 The Scope of Services for work associated with the New Parking Structure should commence within seven (7) days of the receipt of the "Notice to Proceed

1.4 Approximate dates of work for all other projects:

Business Building – March, 2010  
Central Plant - April, 2010  
Gymnasium – May, 2010  
Accessibility Project – April, 2010 and TBD  
Site Utilities Project – May, 2010 and TBD

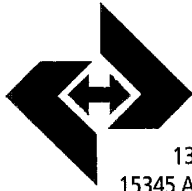
**EXHIBIT C  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND C.H.J. INCORPORATED**

**CONSULTANT PROPOSAL**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and C.H.J. INCORPORATED (CONSULTANT) providing professional services.

Exhibits:

C.H.J. Proposal to Perform Geotechnical Investigations – Various Projects dated January 8, 2010



# C.H.J. Incorporated

1355 E. Cooley Drive, Colton, CA 92324 ♦ Phone (909) 824-7210 ♦ Fax (909) 824-7209  
15345 Anacapa Road, Suite D, Victorville, CA 92392 ♦ Phone (760) 243-0506 ♦ Fax (760) 243-1225

January 8, 2010

San Bernardino Community College District  
c/o Kitchell/BRJ  
114 South Del Rosa Drive  
San Bernardino, California 92408  
Attention: Mr. Cade McMullin, Project Manager

Subject: Proposal to Perform Geotechnical Investigations  
Various Projects  
San Bernardino Community College District  
San Bernardino Valley College Campus

Dear Mr. McMullin:

Thank you for the opportunity to submit this proposal to perform the geotechnical investigations for various projects at San Bernardino Valley College. Our understanding of the projects is based on information provided to us at the meeting in your office on January 5, 2010. Specifically, the projects will consist of:

- New Parking Structure, Future Access Roads, and Parking
- New Central Energy Plant (expandable to 20,000 square feet)
- New Gymnasium
- Remodel Business Building with Possible Ancillary Structures
- Miscellaneous Site Utilities
- Miscellaneous ADA/Access Improvements

The investigations and resultant reports described within this proposal are intended for submittal to the Division of the State Architect (DSA) as the site-specific geotechnical, engineering geology, and seismic reports required for school buildings by Title 24 of the California Code of Regulations, as outlined in California Geological Survey (CGS) Note 48 (October 2007). Our investigations will address specific issues for school structures, as outlined in the 2007 California Building Code (CBC).



## PROJECT DESCRIPTION

Our understanding of each of the projects is described below. Our firm should be notified if our understanding of the projects is not accurate or if project details change.

### New Parking Structure, Future Access Roads, and Parking

The new parking structure will be constructed in an area currently utilized as an asphalt concrete parking lot, south of the existing athletic fields and west of the Child Development Center. The parking structure will have seven levels and will occupy approximately 55,000 square feet in plan view. The lower level may be designed to be partially below grade. The parking structure will likely be supported with a pile foundation.

In addition to the parking structure, new surface parking will be constructed west of the parking structure. Access roads west and east of the parking structure are also planned.

### New Central Energy Plant

There are two potential locations for the new central energy plant. Option A is located generally west of the existing maintenance building near the southeast corner of the campus. Option B would involve expanding the existing central energy plant near the northwest corner of the campus or constructing a new plant east of the existing plant. For both options, the ultimate footprint area for the new plant will be approximately 20,000 square feet. We anticipate that the new plant will be constructed of reinforced masonry and will be supported by either shallow, spread, or pile foundations. Subsurface utility lines or utility tunnel(s) are also anticipated.

We understand that a thermal energy storage tank may also be constructed in conjunction with the new central plant. Based on our experience with similar projects, we anticipate that the tank will be constructed above ground, will be constructed with steel on a gravel/ring wall foundation, and will have a diameter on the order of 100 to 150 feet. Any available foundation plans for the existing Central Plant (if it is to be expanded) should be provided for our reference.

### New Gymnasium

The new gymnasium will be constructed in an area currently occupied by the Snyder Gym, the Women's Gym, and tennis courts. We understand that the new gymnasium will actually be constructed as an athletic complex with possible multiple structures. Based on the information provided, it appears that the new gymnasium complex may occupy up to approximately 210,000 feet. Other project details were



not available at the time of preparation of this proposal. For purposes of this proposal, we have assumed that the proposed structure(s) will be constructed of reinforced masonry and will be up to three stories high. Pile and/or spread footing foundations are expected. Other anticipated site improvements will include below-grade utilities, landscaping, and hardscape/pavement.

#### Business Building

The existing business building is to be remodeled. The remodeling may include adjacent exterior ancillary structures. Other project details were not available at the time of preparation of this proposal. We anticipate that the project may include retrofit of existing structure foundations, as well as construction of new foundations, exterior hardscape, and new site utilities. Any available foundation plans for the existing Business Building should be provided for our reference.

#### Miscellaneous Site Utilities

The location, type, and extent of any site utilities to be addressed by our geotechnical investigation(s) were not available at the time of preparation of this proposal. For purposes of this proposal, we have assumed that such utilities could include dry utilities (electrical lines, etc.), water mains, sewer lines, and drainage structures. Aerial photograph review is typically not required for this project type.

#### Miscellaneous ADA/Access Improvements

The location, type, and extent of any ADA/access improvements to be addressed by our geotechnical investigation(s) also were not available at the time of preparation of this proposal. For purposes of this proposal, we have assumed that such improvements will consist of portland cement concrete pavement/hardscape and asphalt concrete pavement. Aerial photograph review is typically not required for this project type.

### **GENERAL CONSIDERATIONS**

Provisions in the 2007 CBC Section 1802A.4.1 require a minimum of one boring for every 5,000 square feet of building footprint, with a minimum of two borings per building. Based on the site map provided for our use and discussions with you regarding the locations and potential areas of the proposed projects, we have estimated a suitable number of borings for each project based on the 2007 CBC criteria.

Access for exploration within the area of the proposed parking structure is suitable for use of a truck-mounted drill rig. Access for boring locations within developed areas of the campus will require use of a track-mounted drill rig due to the presence of dense infrastructure. Drilling activities at locations in



proximity to meeting areas/classrooms may require coordination with campus personnel and scheduling of work for non-school days.

Our field exploration program for each project will include a sufficient number of borings drilled to depths determined by project-specific factors. For example, in the areas of the proposed New Central Energy Plant, the tank size anticipated will require a boring drilled to a depth of approximately 100 feet below ground surface (bgs) to characterize the zone of influence below the tank foundation. For project areas where structure-specific footprints are not available at the time of exploration, supplemental borings may be required at such time as plans are available.

The college campus is located on an alluvial plain underlain by Holocene age and older native sediments. Fill soils are anticipated locally within the developed areas of the campus. The campus is traversed by segments of the San Jacinto fault zone. The area of the campus is located within an area of historic shallow groundwater conditions. A preliminary review of available data indicates potential groundwater at approximately 40 feet bgs and a deeper saturated zone at approximately 100 feet bgs. These conditions may vary with proximity to the San Jacinto fault zone.

### **PROJECT APPROACH AND SCOPE OF SERVICE**

The following sections outline our investigation program for the proposed parking structure project. The program methods utilized will be similar and applicable for the other DSA-reviewed projects included within the scope of this proposal. The number of borings required will be specific to each project.

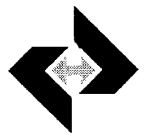
#### **Aerial Photograph and Literature Review**

Initially, our investigation will include review and analysis of stereoscopic aerial photographs for past land usage and potential geologic hazards. In addition, we will review pertinent published geologic literature and groundwater data.

We request that any available information that is pertinent to our investigations be provided by the District. Such information should include all prior geotechnical or geologic reports the District may have for projects within the campus.

#### **Field Reconnaissance and Exploration**

A field reconnaissance of the site and surrounding area will be conducted to select suitable locations for our subsurface explorations. The boring locations will be marked, and Underground Service Alert will



be notified as required by State law prior to drilling. A geophysical survey of each boring location will be performed by our subcontractor to potentially locate buried utilities. In addition, we request that campus personnel review the boring locations to avoid possible utility line/boring conflicts with known buried utilities.

Our geotechnical investigation for the parking structure will be performed utilizing a truck-mounted drill rig. We propose to drill 11 borings within the footprint of the proposed parking structure. Because of the anticipated foundation loads and the size of the proposed parking structure (seven levels), we propose to include three relatively-deep borings. We propose to conduct at least three borings to 75 feet and two borings to 50 feet. The remainder of the borings will be drilled to a maximum depth of 30 feet. We have prepared this cost estimate utilizing conventional hollow-stem drilling techniques. Although not anticipated, if refusal to the drilling operation is encountered and additional depth information is required, other drilling methods may be necessary and additional costs will be incurred.

Continuous logs of the subsurface soil conditions, as encountered within our exploratory borings will be recorded by a staff geologist from this firm who will direct the field investigation. A split-spoon ring sampler or SPT sampler will be driven ahead of the borings at selected intervals, to the full depth of each boring. Blowcounts will be recorded at each sample depth. Relatively undisturbed as well as bulk samples of the soils encountered will be placed in sealed containers and returned to the laboratory for testing and evaluation. A microtremor survey will be conducted to determine the shear wave velocity profile for use in calculating ground motions.

#### Laboratory Testing, Office Analysis, and Report

Upon completion of the field investigation, testing will be performed on samples returned to the laboratory in order to determine the engineering characteristics of the on-site materials. Laboratory testing may include, but not necessarily be limited to, moisture content, optimum moisture - maximum density relationships, plasticity index, hydrometer analysis, consolidation and direct shear strength. Expansion potential testing will also be performed, if required. Selected soil samples will be forwarded to our corrosion consultant, Schiff Associates, for preliminary chemical/corrosivity analysis and testing.

Following completion of the field and laboratory investigations, a report will be prepared defining the scope and procedures involved in our investigation. This report will discuss the engineering characteristics of the subsurface soils, with respect to the proposed project. An engineering geologic (geohazards) evaluation will be performed based on California Geological Survey Note 48. This will include review of pertinent geologic literature, prior site geologic and geotechnical reports, and published



geologic maps. Potential geologic hazards and concerns to the project, including landslides, faulting, secondary ground deformation, flooding, ground shaking, and historic site ground motions will be evaluated and discussed in the geotechnical report. A site-specific ground motion study, including response spectra based on 2007 CBC requirements, will be provided for structural design.

Recommendations will also be provided for site grading, foundation design and construction, support of concrete slabs-on-grade, as well as recommendations to mitigate unusual soil conditions encountered. Our report will address the depth and potential effects of expansive soils, compressible soils, and groundwater, if encountered. The potential for liquefaction and seismic settlement will be discussed. Recommendations will be provided for design of asphalt concrete and portland cement concrete pavement.

**FEES AND SCHEDULE**

Our estimated fee to perform the geotechnical investigation for the proposed parking structure, as outlined above, is \$41,000.00. Fee estimates for the other future project areas are provided in the table below. Fee estimates provided include a 15 percent allowance to review and respond to questions/comments from CGS, DSA, and other design team members. These costs are based upon there being a requirement to pay prevailing wages to classified on-site employees or subcontractors. Our final report for the parking structure project will be issued within approximately three to four weeks following completion of the field investigation.

Project Area		Estimated Footprint (ft <sup>2</sup> )	Number of Borings*	Cost
Proposed Parking Structure		55,000	11	\$41,000.00
Proposed Thermal Energy Storage Tank (TES)/Central Plant	Area 1	20,000	5	\$34,100.00
	Area 2			
	Area 3			
Proposed Gymnasium Complex		210,000	42	\$65,800.00
Existing Business Building Upgrades		25,100	5	\$19,800.00
Site Utilities		--	--	\$25,000.00
Site Access & ADA Improvements		--	--	\$10,000.00

\*Based on 2007 CBC criteria






Our investigation for the proposed parking structure can begin within approximately three working days, weather permitting, from our receipt of written authorization to proceed. During and following the preparation of the geotechnical investigation report, additional services may be required that involve attendance at meetings, project coordination with various professionals, as well as grading plan and document review. Therefore, the above cost is for a comprehensive geotechnical investigation and six copies of the geotechnical investigation report and includes an estimated cost for attending meetings, consultation, and grading plan review.


This proposal will remain valid for 60 days from the date of this proposal. After a period of 60 days, C.H.J., Incorporated reserves the right to amend this proposal as necessary in accordance with our current work load and our Schedule of Fees in effect at that time, as necessary.

### CLOSURE

We thank you for the opportunity to provide you with this cost proposal to perform geotechnical consulting services. We look forward to working with you and seeing this project through to its successful completion. Should questions arise concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,  
C.H.J., INCORPORATED

  
John S. McKeown, E.G.  
Project Geologist

  
Allen D. Evans, G.E.  
Vice President

JSM/ADE:ndt

Enclosures: Insurance Certificates  
Schedule of Fees

**EXHIBIT D  
TO AGREEMENT BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND C.H.J. INCORPORATED**

**SCHEDULE OF FEES**

This is an exhibit attached to, made a part of and incorporated by reference in the Agreement made on February 11, 2010 between SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (DISTRICT) and C.H.J. INCORPORATED (CONSULTANT) providing professional services.

Exhibits:

C.H.J. Incorporated Schedule of Fees (Effective October 1, 2009)



# **C. H. J., INCORPORATED**

## **SCHEDULE OF FEES** (EFFECTIVE OCTOBER 1, 2009)

### Main Office and Laboratory

1355 East Cooley Drive  
Colton, California 92324  
Telephone: (909) 824-7210  
Fax: (909) 824-7209

### Victorville Office and Laboratory

15345 Anacapa Road, Suite D  
Victorville, California 92392  
Telephone: (760) 243-0506  
Fax: (760) 243-1225

### Palm Desert Office

43100 Cook Street, Suite 203  
Palm Desert, California 92260  
Telephone: (760) 636-8476  
Fax: (909) 824-7209

[www.chjinc.com](http://www.chjinc.com)

INCLUDED IN THIS SCHEDULE OF FEES ARE COSTS FOR SERVICES  
AND TESTS COMMONLY PERFORMED BY THIS FIRM. OTHER  
SERVICES OR TESTS, AS WELL AS COSTS FOR THESE  
SERVICES OR TESTS, CAN BE SUPPLIED UPON REQUEST.



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Materials Laboratory and Testing Services	4 - 11
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**TERMS OF PAYMENT:**

Net - Invoices are for professional services and are due upon presentation



**PROFESSIONAL SERVICES AND SUPPORT**

Soil Engineering/Materials Engineering/Geology/Environmental

**ENGINEERING SERVICES**

**RATE PER HOUR**

Principal Engineer	220.00
Project Engineer/Geologist/Scientist (Registered/Review)	180.00
Senior Staff Engineer/Geologist/Scientist (Calculations/Data)	125.00
Staff Engineer/Geologist/Scientist (Field Management Project Coordination)	110.00
Exploration Geologist (Exploratory Drilling/Logging)	95.00
Concrete Technologist	115.00
Drafting/CAD Operator	90.00
Word Processing/Clerical	75.00
Subsistence and Lodging - Per Day (Subject to Review for Specific Projects)	120.00

**ENVIRONMENTAL SERVICES**

Registered Environmental Assessor	180.00
Phase I Environmental Site Assessment	By Quotation
Phase II Environmental Site Assessment	By Quotation
Phase III Remediation Oversight	By Quotation
Laboratory Analysis of Soil/Groundwater	By Quotation

**EXPERT WITNESS SERVICES**

Preparation and Consultation by Professional	225.00
Deposition/Court Testimony by Professional (Plus Travel and Expenses)	325.00



**PROFESSIONAL SERVICES AND SUPPORT (continued)**

Soil Engineering/Materials Engineering/Geology/Environmental

**FIELD EQUIPMENT**

Testing Equipment and Vehicle	12.00/Hour*
Nuclear Gauge	7.00/Hour

\* Subject to Adjustment Based on Fuel Prices

**EXPLORATORY EQUIPMENT**

Exploratory Equipment	Cost + 20%
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**REPORTS - COMPUTER**

Grading (Plus Drafting and Clerical)	500.00 Each
Utilities (Sewer, Water, Street, Gas, Electrical, Curb & Gutter, Sidewalk, etc., Drafting & Clerical)	200.00 Each

**REPORTS - EXTRA COPIES**

Current Files (Not Over One Year Old)	
Minimum Service Charge, Per Report	25.00
Copies, Per Sheet	0.20
Inactive Files (One Year or Older)	
Minimum Service Charge, Per Report	75.00
Copies, Per Sheet	0.20

**SERVICES - OTHER**

Printing and Photographic Work	Cost + 20%
Subcontract Services	Cost + 20%



**SOIL ENGINEERING/FIELD OBSERVATION SERVICES**

<u>GEOTECHNICAL SERVICES*</u>	<u>REGULAR WAGE RATE PER HOUR</u>	<u>PREVAILING WAGE RATE PER HOUR</u>
Field Supervisor	92.00	92.00
Senior Field Technician	88.50	88.50
Field Technician	73.00	86.50
Subsistence and Lodging - Per Day (Subject to Review for Specific Projects)	120.00	120.00

PREMIUM RATES\*

Overtime (After 8 Hours Worked Monday Through Friday During Normal Working Hours and the First 12 Hours on Saturday)	1.5 Times the Applicable Rate
Double Time (After 12 Hours Worked Monday through Saturday and All Day Sunday, Including Holidays)	2.0 Times the Applicable Rate

PUBLIC WORKS INSPECTION\*

Public Works Construction Inspector	94.00	94.00
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MINIMUM CHARGES

Show-up Time, No Observation or Compaction Testing Performed - 2 Hours Minimum  
 No Show-Up Time Charged if Cancellation is Made by 4:00 pm of the Preceding Day

PREVAILING WAGE

Our Schedule of Fees is valid through August 31, 2010. Projects that involve public money come under the purview of Senate Bill SB 1999, which requires the payment of prevailing wages. Accordingly, SB 1999 is governed by the California Department of Industrial Relations. Therefore, the current prevailing wage rates remain valid until August 2010 and as rates are revised by the California Department of Industrial Relations.

\*NORMAL WORKING HOURS

Normal Working Hours are considered to be Monday through Friday from 7:00 am to 3:30 pm. Work performed before or after the defined Normal Working Hours will be charged at the overtime rate, unless prior special arrangements have been made.



**LABORATORY TESTING SERVICES**

A full range of laboratory testing equipment is provided for testing of soil, aggregate, concrete, masonry, asphalt, reinforcing steel, and other construction materials. Other services are also available upon request.

Laboratory personnel consist of a Laboratory Manager and trained Laboratory Technicians. The testing of materials is conducted with the use of calibrated laboratory equipment. All work is performed under the supervision of Registered Professional Engineers.

A service charge may be added for laboratory testing that is performed on a rush basis or performed on overtime.

**MATERIALS LABORATORY AND TESTING SERVICES**

<u>SERVICES*</u>	<u>REGULAR WAGE RATE PER HOUR</u>	<u>PREVAILING WAGE RATE PER HOUR</u>
Laboratory Supervisor	92.00	92.00
Laboratory/Field Technician	73.00	86.50
Concrete Batch Plant Inspection	91.00	91.00
Pachometer/Schmidt Hammer Testing	98.00	98.00
Sample Pick Up	60.00	60.00
Services Performed By Others	Cost + 20%	Cost + 20%
Field Testing Equipment	By Quotation	By Quotation
Vehicle	12.00**	12.00**

\*\* Subject to Adjustment Based on Fuel Prices

**PREMIUM RATES\***

Overtime (After 8 Hours Worked Monday Through Friday During Normal Working Hours and the First 12 Hours on Saturday)	1.5 Times the Applicable Rate
Double Time (After 12 Hours Worked Monday through Saturday and All Day Sunday, Including Holidays)	2.0 Times the Applicable Rate

**PREVAILING WAGE**

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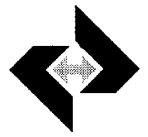
**SOIL TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	Chemical Analysis	Each	By Quotation
D 2435	Consolidation Test - Undisturbed	Each	250.00
	- Remolded	Each	375.00
	- With Time Rates	Each	By Quotation
D 3080	Direct Shear Test - Undisturbed	Each	300.00
	- Remolded	Each	330.00
D 4829	Expansion Tests, UBC Method	Each	170.00
<u>Maximum Density - Optimum Moisture Determination</u>			
D 1557/ D 698	ASTM Method - Small Mold	Each	170.00
	- Large Mold	Each	185.00
	Cal Impact Method (CAL 216)	Each	170.00
D 422	Sieve Analysis with Hydrometer	Each	240.00
D 422	Sieve Analysis without Hydrometer	Each	140.00
D 2216	Moisture Content	Each	30.00
D 2434	Permeability Test (Constant Head)	Each	By Quotation
D 4318	Plasticity Index (Plastic and Liquid Limit)	Each	200.00
D 2844	<u>R-Value Determination (Cal 301)</u>		
	Natural Soil	Each	260.00
	Aggregate Base	Each	350.00
	Lime or Cement Treated Soil		By Quotation
D 2419	Sand Equivalent (CAL 217)	Each	80.00
D 1633	Soil Cement Molding & Compressive Strength Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 560	Soil Cement Molding and Freeze - Thaw Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 559	Soil Cement Molding and Wet - Dry Test (Set of 3 Specimens, 1 Cement Content)		By Quotation
D 854	Specific Gravity (Soil)	Each	90.00
D 2488	Visual Classification	Each	45.00



**AGGREGATE TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
C 131, C 535	Abrasion Resistance (L.A. Rattler)(CAL 211)	Each	205.00
C 142	Clay Lumps and Friable Particles (CRD 142)	Each	150.00
	Cleanness Value (CAL 227)	Each	125.00
D 3744	Durability Index, Coarse (CAL 229)	Each	240.00
	Durability Index, Fine (CAL 229)	Each	185.00
C 123	Lightweight Particles	Each	185.00
D 4791	Percent of Flat/Elongated Pieces (CRD 119)	Each	150.00
	Percent of Flat/Elongated Pieces (CRD 120)	Each	210.00
D 693	Percent of Crushed Particles (CAL 205)	Each	130.00
C 566	Moisture Content by Drying (CAL 226)	Each	60.00
C 87	Mortar Making Properties of Fine Aggregate	Each	420.00
C 40	Organic Impurities (CAL 213)	Each	70.00
	Relative Mortar Strength to Ottawa Sand (CAL 515)	Each	420.00
D 2419	Sand Equivalent (CAL 217)	Each	80.00
C 136	Sieve Analysis (Coarse to Fine)	Each	140.00
C 136	Sieve Analysis (Processed Coarse)	Each	75.00
C 136	Sieve Analysis (Fine)	Each	75.00
C 117/136	Sieve Analysis (Fine With No. 200 Wash)	Each	95.00
C 117	Materials Finer Than No. 200 Sieve by Washing	Each	45.00
C 235	Soft Particles (Scratch Hardness)	Each	90.00
C 88	Soundness Test, Sodium Sulfate (CAL 214)	Each	380.00
C 127	Specific Gravity and Absorption, Coarse (CAL 206)	Each	95.00
C 128	Specific Gravity and Absorption, Fine (CAL 207)	Each	120.00
C 29	Unit Weight and Percent Voids (CAL 212)	Each	80.00
C 289	Potential Alkali Reactivity, Chemical Method	Each	By Quotation
C 295	Potential Alkali Reactivity, Petrographic Method	Each	By Quotation
C 1260	Potential Alkali Reactivity, Rapid Mortar Bar Method - FA	Each	980.00
C 1260, C 1567	Potential Alkali Reactivity, Rapid Mortar Bar Method	Each	1,280.00



**CONCRETE TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	Concrete Mix Design (Excluding Aggregate Test)	Each	125.00
	Review of Concrete Mix Design	Each	125.00
C 192	<u>Concrete Trial Mix (Each Mix)</u> Equipment and Labor	Each	450.00
C 39	Compressive Strength, Concrete Cylinder (CAL 521)	Each	22.00
C 39	Concrete Cylinders - Not Tested	Each	15.00
C 42	Compressive Strength, Concrete/Gunite Core	Each	48.00
	Compressive Strength, Gunite Cylinder	Each	60.00
	Gunite/Shotcrete Panel (3 cores per panel & test)	Panel	270.00
	Compressive Strength, Insulating Concrete	Each	45.00
C 1084	Cement Content (Chemical Method)	Each	By Quotation
C 567	Dry Unit Weight, Lightweight Concrete	Each	50.00
	Dry Unit Weight of Insulating Concrete	Each	50.00
C 78	Flexural Strength, 6" x 6" Beam	Each	70.00
C 174	Length Measuring of Drilled Core	Each	55.00
C 469	Static Modulus of Elasticity	Each	160.00
C 157, C 341	Drying Shrinkage (Set of 3, Up to 28 Days)	Each	360.00
C 496	Splitting Tensile Test	Each	55.00
C 642	Specific Gravity, Absorption, Voids in Hardened Concrete	Each	95.00
C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar Bar Method)	Each	By Quotation
C 856	Petrographic Examination of Hardened Concrete	Each	By Quotation
3039	FRP Tensile Test (per panel)	Each	By Quotation
	Cutting and Machining		Cost+20%
	<u>Special Curing Process</u>		
C 684	Hot Water Curing (Per Specimen)	Each	75.00
	Rapid Curing, Boiling Water (Per Specimen)	Each	120.00



**MASONRY TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
C 67	<u>Brick Test (Set of 5 Specimens Required)</u>		
	24-Hour Absorption, Cold Water	Each	40.00
	5-Hour Absorption, Boiling Water	Each	40.00
	Compression Test	Each	40.00
	Modulus of Rupture	Each	40.00
C 140	<u>Concrete Block Test (Set of 3 Specimens Required)</u>		
	Moisture Content and Absorption	Each	55.00
	Compression Test	Each	65.00
	Unit Weight (Including Dimension Measurement)	Each	45.00
C 426	Linear Drying Shrinkage (Set of 3 Specimens Required)	Each	90.00
C 270	Mortar Mix Design (Excluding Aggregate Test)	Each	120.00
C 476	Grout Mix Design (Excluding Aggregate Test)	Each	120.00
UBC 21-16	Mortar Strength (Cylinder)	Each	22.00
C 109	Mortar Strength (2" Cube)	Each	35.00
C 942	Grout Prism Test (3" x 3" x 6") Trimming Included	Each	35.00
C 42	Masonry Core, Compression Test	Each	48.00
	Masonry Core, Shear Test	Each	60.00
CBC 1405	Veneer Shear Test	Each	120.00
E 447	<u>Masonry Prism (Assemblage)</u>		
	8" x 16" x 16" (Per Specimen)	Each	180.00
	12" x 16" x 16" (Per Specimen)	Each	235.00
	Larger than 12" x 16" x 16"		By Quotation



**ASPHALT TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	Asphalt Pavement Mix Design (Hveem Method)	Each	By Quotation
	Asphalt Pavement Mix Design (Marshall Method)	Each	By Quotation
	Asphalt Content by Ignition Oven (CAL 382)	Each	180.00
	Asphalt Content and Gradation by Ignition Oven	Each	320.00
D 1188, D 2726	Specific Gravity of Compacted Specimen (CAL 308)	Each	75.00
D 5148	Centrifuge Kerosene Equivalent (CAL 303)	Each	210.00
D 1074	Compressive Strength of Bituminous Mixture	Each	75.00
D 1664	Film Stripping Test (CAL 302)	Each	90.00
	Moisture Vapor Susceptibility (CAL 307)	Each	180.00
D 1559	Marshall Stability and Flow Test	Each	190.00
D 1560	Hveem Stability Value by Stabilometer (CAL 366)	Each	225.00
D 1560, D 1188 D 2726	Hveem Stability Value and Maximum Density	Each	250.00
D 1561	Kneading Compacted Maximum Density (CAL 304)	Each	165.00
	Marshall Maximum Density	Each	165.00
C 128	Specific Gravity of Recovered Aggregates	Each	105.00
	Swell Test (CAL 305)	Each	165.00
D 2041	Theoretical Maximum Density of Asphalt Mixture (Rice's Method)	Each	175.00
D 36	Softening Point of Bituminous Materials	Each	By Quotation
D 1075	Index of Retained Strength (Set of 6)	Set	By Quotation
D 4867, T 283	Tensile Strength Ratio (TSR Test)(Set of 6)	Set	By Quotation
D 1559	Retained Stability Test (Set of 6)	Set	By Quotation



**STEEL TESTING SERVICES**

<u>ASTM DESIGNATION</u>	<u>TEST</u>	<u>UNIT</u>	<u>RATE PER TEST</u>
	<u>Reinforcing Steel Test:</u>		
	Tensile Strength and Elongation		
	#11 Bar and Smaller	Each	55.00
	#14 Bar	Each	90.00
	#18 Bar (Proof Test)	Each	110.00
	Bend Test, #11 Bar and Smaller	Each	30.00
	Tensile Test Mechanically Spliced Bar		
	#11 Bar and Smaller	Each	150.00
	#14 Bar and Larger	Each	195.00
	Tensile Test Electric Resistance Butt Splice (includes straightening of bar)	Each	170.00
	<u>Structural Steel Test:</u>		
	Machining and Preparation of Test Specimen		Cost+20%
	Tensile Strength and Elongation		
	Up to 200,000 Pounds	Each	70.00
	200,000 - 300,000 Pounds	Each	90.00
	300,000 - 400,000 Pounds	Each	110.00
	Bend Test	Each	50.00
	<u>Prestressing Wire and Tendon Test:</u>		
A 421	Tensile Strength, Single Wire	Each	85.00
A 416	Tensile Strength, 7-Wire Strand	Each	150.00
	<u>High-Strength Bolt, Nut and Washer Test:</u>		
	Hardness Tests of Bolts and Nuts (Set of 3 Bolts or Nuts Required)	Each	20.00
	Hardness Tests on Washers (Set of 3 Washers Required)	Each	15.00
	<u>Weld Specimen Test:</u>		
	Ultrasonic Examination	Each	100.00
	Machining and Preparation of Test Specimen	Each	Cost+20%
	Macroetch Test (3 Faces)	Each	65.00
	Reduced Section, Tensile Strength (Machining Required)	Each	70.00
	Bend Test	Each	50.00



**MISCELLANEOUS TESTING SERVICES**

<u>TEST</u>	<u>UNIT</u>	<u>RATE</u>
Calibration of Hydraulic Ram		
100 Ton and Under	Each	180.00
101 Ton - 200 Ton	Each	220.00
Laboratory Equipment		
Use of 60,000 Pound Universal (With One Operator)	Hour	175.00
Use of 400,000 Pound Baldwin (With One Operator)	Hour	295.00
Additional Technician (Regular Wage Rate)	Hour	73.00
Roof Materials		
Roof Tile (Breaking Strength - Set of 5)	Each	35.00
Roof Tile (Absorption - Set of 5)	Each	35.00
Spray-Applied Fire Proofing		
In-Place Density (ASTM E 605)	Each	80.00
Coring (Concrete, Masonry, Guniting & AC Pavement)		
Equipment and Labor - Normal On-Ground Coring (Regular Wage Rate)	Hour	142.50
Equipment and Labor - Normal On-Ground Coring (Prevailing Wage Rate)	Hour	152.50
Bit Charge (Per Core)	Each	15.00
Additional Technician (Regular Wage Rate)	Hour	73.00
Additional Technician (Prevailing Wage Rate)	Hour	86.50
By Others		Cost + 20%



**SPECIAL (DEPUTY) INSPECTION SERVICES**

**Wage rates and working conditions are based on our contract with the  
International Union of Operating Engineers Local 12**

<u>SERVICES</u>	<u>RATE PER HOUR</u>
Code Designated Special (Deputy) Inspector	91.00
a. Field Concrete	
b. Structural Masonry	
c. Reinforcing Steel	
d. Prestressed Concrete	
e. Shop Welding	
f. Field Welding	
g. Structural Steel and High Strength Bolting	
h. Field Gunite/Shotcrete	
i. Spray-Applied Fireproofing	
 Field Non-Destructive Testing	
a. Ultrasonic	95.50
b. Magnetic Particle	95.50
c. Dye Penetrant	95.50
 Premium Rates for Special (Deputy) Inspection Services	
a. Time and One-Half	129.50
b. Double Time	167.00
c. Triple Time	243.00

**CONDITIONS AND WORKING HOURS FOR SPECIAL (DEPUTY) INSPECTORS:**

<u>Advance Notice:</u>	Twenty-four (24) hours advance notice is required for scheduling an inspector to report to a designated job site
<u>Minimum Charges:</u>	Show-up, no inspection performed - 2 Hours Minimum Up to 4 hours inspection performed - 4 Hours Minimum Over 4 hours - 8 Hours Minimum Inspection which begins before 12:00 noon and ends after 12:00 noon - 8 Hours Minimum
<u>Cancellation:</u>	No charge, if made before 4:00 pm of the preceding day
<u>Completion:</u>	Inspector will remain on job until discharged by competent authority





**CONDITIONS AND WORKING HOURS FOR SPECIAL (DEPUTY) INSPECTORS:** Continued

Travel Time/Mileage/ Depending on the physical distance to the job site from our laboratory, charges will be  
Subsistence Charges: applied as follows:  
(1) Within 50 mile radius - No mileage or travel time will be charged  
(2) Over 50 miles but within 100 miles - Mileage will be charged at the rate of \$0.90 per mile  
(3) Over 100 miles - Mileage will be charged at the rate of \$0.90 per mile and travel time will be charged at our regular hourly rate at the beginning and ending of each job duration. If subsistence and lodging are not furnished for inspector, per-diem will be charged at the rate of \$120.00 per day on a 7-day week basis for each job duration (subject to review for specific projects).

Parking: When not furnished for the inspector, parking will be charged as paid by the inspector.

Regular Time: First 8 hours, Monday through Friday.

Overtime Rates:

- (1) Time and one-half: After 8 hours worked Monday through Friday, first 12 hours on Saturday.
- (2) Double time: After 12 hours worked Monday through Saturday and all hours worked on Sunday. All hours worked on the first Saturday following the first Friday in June and December.
- (3) Triple time: All hours worked on recognized holidays.

Inspector's Fees: Inspection fees charged by governing agency will be reimbursed by the client.

Holidays:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Veterans Day
6. Thanksgiving Day and the day after Thanksgiving
7. Christmas Day
8. First Saturday following the first Friday in June and December

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services  
PREPARED BY: Dr. Steven Lohr, Planning & Development Director  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Agreement with Steinberg Architects for the Preparation of Final Project Proposals

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement with Steinberg Architects in the amount of \$121,000.00 for the preparation of Final Project Proposals for the CHC Emergency Services and the SBVC Liberal Arts projects.

OVERVIEW

The California Community Colleges Chancellor's Office requires that community college districts submit a Final Project Proposal (FPP) for a building project to be considered for State funding. The FPP includes a project description, justification for the project, site plan, concept floor plans, and a cost estimate.

ANALYSIS

Final Project Proposals for the CHC Emergency Services and SBVC Liberal Arts projects are planned for submission to the Board of Trustees, and subsequently to the California Community Colleges Chancellor's Office, in June 2010. Steinberg Architects has extensive experience in preparing Final Project Proposals and is thus highly qualified to develop such documentation for the District's projects.

BOARD IMPERATIVE

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

FINANCIAL IMPLICATIONS

Budgeted with Measure M funds.

Attachment

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BY AND BETWEEN  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
AND  
STEINBERG ARCHITECTS**

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of February 2010, by and between the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT ("District"), and Steinberg Architects ("Consultant") for the preparation of Final Project Proposals (FPPs) for Crafton Hills College Emergency Services project and San Bernardino Valley College Liberal Arts Replacement project.

**THE DISTRICT AND CONSULTANT AGREE AS FOLLOWS:**

**1. CONSULTANT SERVICES**

- 1.1 Term.** This Agreement shall be deemed effective on February, 2010. The Agreement shall continue in effect until the earlier of: (1) full performance by Consultant or (2) termination by District or Consultant in accordance with Section 15, below. Expiration of this Agreement pursuant to Clause (3), above, shall not be construed as relieving the Consultant from its liability or responsibility to District if any, for failing to complete or timely complete its performance under an in accordance with this Agreement.
- 1.2 Project Objective.** Consultant shall perform, in a manner that is consistent with the directives of the District and the San Bernardino Community College District's Bond Program Manager and Construction Manager, all professional services to accomplish the objectives of the District.
- 1.3 Scope of Services.** Consultant agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services to fulfill the requirements in this Agreement and Exhibits attached hereto ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement. Work assignments under this Agreement may also be incrementally authorized as needed by the District by way of written Purchase Orders. Any inconsistencies or discrepancies between the provisions of this Agreement and the Exhibits shall be construed in favor of and governed by the terms and conditions of this Agreement.
- 1.4 Meetings, Certifications.** Consultant shall, in connection with its performance of the Services, attend meetings with District and its consultants and execute any certifications or other documentation reasonably requested by the District within the scope of Services required by this Agreement.
- 1.5 Applicable Laws.** Services performed and work product produced by Consultant shall at all times comply with applicable federal, state and local laws, ordinances, regulations and codes ("Applicable Laws").
- 1.6 Corrections.** All corrections or clarifications to Services or work product provided by Consultant under this Agreement shall be at no additional cost to District.
- 1.7 Personnel.** Consultant has designated Elena Andrews to serve as its Associate Principal/Project Manager for the performance of the Services. The designated Associate Principal/Project Manager shall not be removed or re-assigned by the Consultant without the prior written consent of the District. Upon request by the District, exercised in its sole discretion, Consultant shall remove and replace any employee or Subconsultant with another individual or Subconsultant acceptable to District.

- 1.8 Licensing.** Consultant warrants and represents that it has, and will maintain throughout performance of this Agreement, any and all professional and business licenses issued by the State of California or other appropriate federal, state or local governmental authority, required by applicable laws for the performance of the Services (“Applicable Laws”).
- 1.9 Performance Standard.** All services performed by Consultant and its Subconsultants under this Agreement shall be performed in a manner consistent with the standard of care under California law applicable to those who provide similar services for projects of the type, scope and complexity required under this Agreement. Consultant shall endeavor to perform its services in a manner consistent with the College’s and the District’s economic, educational, and governmental best interests.
- 1.10 Subconsultant.** Consultant may, with prior approval by District not to be unreasonably withheld, enter into written contracts with subconsultants (“Subconsultants”) to perform a portion of the Services; provided, however, that (1) Consultant shall remain fully responsible for the acts and omissions of its Subconsultant who accepts and agrees to be bound by all of the obligations of this Agreement including, without limitation, those obligations pertaining to licensing, indemnification, insurance, accounting records and ownership of designs and documents, and (b) provides for contingent assignment of the Subconsultant’s contract to District or its designee effective upon written acceptance by District or its designee.
- 1.11 Calendar Days.** All references in this Agreement to “days” shall, unless otherwise identified as working or business days, be deemed to mean calendar days.

## **2. DISTRICT’S RESPONSIBILITY**

- 2.1 Reference Information.** Upon request by Consultant, District shall endeavor to provide Consultant with plans, specifications and other information; however, District does not warrant, expressly or impliedly, the accuracy, suitability or completeness of such information or of any data, opinions or recommendations contained therein.
- 2.2 Access.** District shall provide Consultant reasonable access to such properties owned by the District as needed to perform the Services.
- 2.3 Approvals.** Approvals by or on behalf of the District of any documents prepared by Consultant, or of any Services performed under this Agreement, shall not, under any circumstances, be deemed as relieving Consultant from its sole responsibility to produce and prepare such documents and perform such Services in a manner consistent with Applicable Laws and standards of performance set forth in this Agreement.

## **3. OWNERSHIP OF DESIGNS AND DOCUMENTS**

All plans, drawings, designs, reports, data and other information prepared by Consultant or its Subconsultant (“Design and Documents”) are instruments of professional services and shall be and remain the sole property of District with out limitation to the forgoing; District shall hold and Consultant shall be deemed to have been irrevocably assigned to District in perpetuity, with no reserved or retained rights in any other persons or entities, all copyrights to the Design and Documents. The District hereby grants to Consultant and its Subconsultants a license, revocable at will of District, to use and copy the Designs and Documents during the term of this Agreement for the sole purpose of performing the Services. Upon the earlier of termination of the Agreement or completion of performance of the Services, Consultant and its Subconsultants shall deliver all of the original plans, drawings, reports, data and other information prepared in the course of their performance of this Agreement to the District. Consultant shall not be responsible or liable to District or others for any damages, liabilities, or costs arising from the modification of Design and Documents by the District or any person or entity that acquires or obtains the Design and Documents from or through the District.

**4. CONSULTANT'S FEE**

District agrees to pay Consultant for the faithful performance of the Services under this Agreement an amount not to exceed One Hundred and Twenty-One Thousand Dollars (\$121,000). If the District issues any written Purchase Orders, the District agrees to pay Consultant for any work assigned by Task Order(s) approved by the District, consisting of a negotiated fixed fee, for services set forth in the Task Order(s), plus any authorized reasonable out-of-pocket expenses acceptable to the District as set forth in each Task Order.

**5. PAYMENT**

Consultant shall submit to District each month during performance of this Agreement an invoice, in such format as specified by District, for sums earned for Services performed, not to exceed a reasonable allocable portion of its Fee for Services properly performed, and Reimbursable Expenses incurred and paid, during the prior month. Each invoice shall contain such detailed information on Services performed and documentation verifying Reimbursable Expenses incurred and paid. Except as to sums disputed in good faith by District, District shall pay Consultant amounts due upon an invoice properly prepared and submitted.

**6. CONSULTANT ACCOUNTING RECORDS**

Consultant and its Subconsultants shall maintain books and records of accounts of all charges, costs, expenses and time expended in connection with this Agreement. Such books and records shall be available for inspection and copying by District or its authorized representative(s) during regular business hours within one (1) week following a request by District to examine same. Failure by Consultant to permit such examination within one (1) week of request, or such longer period as may be authorized by District in writing, shall permit District to withhold all further payments under this Agreement until such examination is completed.

**7. ADDITIONAL SERVICES**

The District shall have the right to order, in writing, performance of additional services ("Additional Services") not within the scope of the Services described in Section 1 above. The District and Consultant shall, prior to performance by Consultant of Additional Services, negotiate a fixed fee or not-to-exceed compensation for such Additional Services. The District, in its sole discretion may request Consultant to perform Additional Services on an hourly basis to be compensated based on the rates set forth in Exhibit "A" attached hereto. No compensation will be paid to Consultant unless prior written authorization to provide and proceed with any Additional Services is given by the District.

**8. TIME OF COMMENCEMENT AND PERFORMANCE**

Time is the essence to all of Consultant's obligations under this Agreement. Consultant shall commence its Services immediately effective upon the date of this Agreement, or upon such other date as may be directed in writing by District. All Services shall be completed with reasonable promptness so as to not delay the District in meeting any schedule deadlines.

**9. INDEMNIFICATION**

**9.1 General Indemnity Obligations**

To the fullest extent permitted by law, Consultant agrees to indemnify, defend and hold District harmless from all liability arising out of:

- a. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Consultant's employees or Consultant's Subconsultant's employees arising out of Consultant's work under this Agreement; and

- b. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the Consultant or the District, or any person, firm or corporation employed by the Consultant or the District upon or in connection with the Services under this Agreement, except for liability resulting from the sole or active negligence, recklessness or willful misconduct of the District, its officers, employees, agents or independent Architects who are directly employed by the District. Consultant, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and
- c. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, the Consultant shall indemnify and hold the District harmless from any loss, injury to, death or persons or damage to property caused by any act, neglect, default or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the District, arising out of, or in any way connected with the Services under this Agreement, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by sole or active negligence, recklessness or willful misconduct of the District.

## **9.2 Sub-Consultant Indemnity Agreements.**

The Consultant agrees to obtain or cause to be obtained and executed, defense and indemnity agreements with provisions identical to those set forth in this Section 9 from each and every Subconsultant of every tier. In the event the Consultant fails to do so, Consultant agrees to be fully responsible to provide such defense and indemnification for its Subconsultants according to the terms of this Section 9.

## **10. INSURANCE**

- 10.1** Consultant shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Consultant and District from claims which may arise out of or result from Consultant's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.
  - b. Commercial general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
    - i. Owned, non-owned and hired vehicles;
    - ii. Blanket contractual;
    - iii. Broad form property damage;
    - iv. Products/completed operations; and
    - v. Personal injury.

- c. Professional liability insurance, including limited contractual liability, with limits of \$1,000,000, per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a reasonable period of time. In the event that Consultant subcontracts any portion of Consultant's duties, Consultant shall require any such Subconsultant to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
  - d. Each policy of insurance required in 10.1(b) above shall name District and its officers, agents and employees as additional insureds.
- 10.2** All insurance required by this Section shall state that, with respect to the operations of Consultant hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance apply on a primary basis.
- 10.3** Auto liability insurance shall cover owned, non-owned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of non-owned and hired auto endorsement to the general liability policy.
- 10.4** All insurance policies shall that not less than thirty (30) days' written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Consultant shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Consultant shall deliver to District certificates of insurance as evidence of compliance with the requirements under this Section 10.
- 10.5** Consultant agrees that if it does not keep the required insurance under this Agreement in full force and effect, District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, District may take out the necessary insurance and pay, at Consultants expense, the premium thereon.
- 10.6** At all times during the term of this Agreement, Consultant shall maintain on file with the District all required certificates of insurance and endorsement in forms acceptable to the District, showing that the required insurance policies are in effect in the required amounts.
- 10.7** Any "self-insured retention" must be declared and approved by the District. District reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid or transfer risk are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to the District prior to executing this Agreement.

## **11. INDEPENDENT CONTRACTOR**

Consultant is, and shall at all times remain, a wholly independent contractor. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's officers, agents or employees, except as set forth herein. Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of Consultant's employees or agents as they relate to the services to be provided under this Agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective Consultant's employees.

**12. FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY ACTS**

In the performance of this Agreement Consultant shall comply with all applicable provisions of this California Fair Employment Practices Act (California Government Code Section 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), whichever is more restrictive.

**13. CONFLICTS OF INTEREST**

Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Consultant has been retained pursuant to this Agreement.

**14. SUCCESSORS AND ASSIGNS**

This Agreement covers professional services of a specific and unique nature. Consultant shall not assign or attempt to assign any portion of the contract, or any claim or right to monies due under this Agreement, without prior written approval of District, which approval may be granted or withheld in sole discretion of District.

**15. TERMINATION OF AGREEMENT**

**15.1** This Agreement may be terminated by either party upon fourteen (14) days' written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of Consultant. In the event termination is for a substantial failure of performance by Consultant, all damages and costs associated with the termination, including increased consultant and replacement consultant costs shall be deducted from payments to Consultant.

**15.2** In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 15.3 below, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

**15.3** This Agreement may be terminated without cause by District upon fourteen (14) days' written notice to Consultant. In the event of a termination without cause, the District shall pay Consultant for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents whether delivered to the District or in the possession of the Consultant. In addition, Consultant will be reimbursed for reasonable termination costs through the payment of the average monthly billing paid by the District for the past six months immediately preceding the month termination occurs pursuant to this Paragraph as termination for convenience costs. This payment is agreed to compensate Consultant for the unpaid profit Consultant would have made under the PROJECT on the date of termination and is consideration for entry into this termination for convenience clause.

**16. DISTRICT REPRESENTATIVE**

The Vice Chancellor of Fiscal Services, or his/her designee, shall represent the District in connection with the performance and enforcement of this Agreement. No other person has the authority to contractually bind the District to any modification of this Agreement, including without limitation, any modification of the scope of Services or compensation due under Agreement.



**17. CONTINUOUS PERFORMANCE**

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Consultant agrees to continue the work diligently to completion. If the dispute is not resolved, Consultant agrees it will neither rescind the Agreement nor stop the progress of the work, but Consultant's remedy shall be to submit such controversy to mediation. If not resolved in mediation, the Consultant shall submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

**18. NO WAIVER BY DISTRICT**

No statement, action or course of conduct by District, including without limitation, any payment, acceptance, review or approval, shall be deemed as a waiver by District of any rights under this Agreement, including without limitation, any rights arising due to default by Consultant, or as a release of Consultant from its responsibility or liability for errors or omissions by Consultants or its Subconsultants in connection with the performance of this Agreement.

**19. NOTICE OF OBJECTIONS**

Consultant shall give District immediate written notice if, at any time during performance of this Agreement, Consultant objects to any decision or action by District for any reason, including without limitation, on the basis that it is in conflict with any advice of Consultant. Failure to provide such written objection shall be deemed to be Consultant's approval of such decision or action as being consistent with Consultant's advice.

**20. SEVERABILITY**

Should any part, term, portion or provision of this Agreement, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with any Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other any party or circumstances, shall be deemed servable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

**21. NO THIRD PARTY RIGHTS**

Nothing contained in this Agreement shall be construed as creating or conferring any rights upon any person or entity other than the parties signing this Agreement.

**22. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated Agreement of the parties and supersedes any and all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

**23. SURVIVAL OF OBLIGATIONS**

All provisions of this Agreement that either expressly, or by their nature require performance or assumption by the Consultant of an obligation that extends beyond termination or completion of performance under this Agreement, including without limitation, the Consultant's obligations of, or relating to, indemnification, insurance, confidentiality, and ownership of documents, shall be deemed to survive either termination or complete performance under this Agreement.

24. LIST OF EXHIBITS

The following Exhibits are attached hereto and incorporated as part of this Agreement

EXHIBIT "A" – Proposal From Steinberg Architects for Final Project Proposal Architectural Services, dated \_\_\_\_\_.

This Agreement entered into as of the day and year first written above.

DISTRICT  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

CONSULTANT  
STEINBERG ARCHITECTS

\_\_\_\_\_  
Bruce Baron, Acting Chancellor

\_\_\_\_\_  


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

Date: 1/20/2010

**EXHIBIT "A"**

**Steinberg Architects**

January 15, 2010

523 West 6th Street, Suite 245  
Los Angeles, California 90014  
www.steinbergarchitects.com

Steven Lohr, Ed.D.  
Planning and Development Director  
San Bernardino Community College District  
114 S. Del Rosa Drive  
San Bernardino, CA 94208

Re: San Bernardino Valley College – Liberal Arts Building Replacement Final Project  
Proposal and Crafton Hills College - Emergency Services Building and Plaza Final  
Project Proposal (C1)  
Agreement for Architectural Services

Dear Steve:

Thank you for asking us to submit a proposal to prepare Final Project Proposals for the Liberal Arts Building Replacement at San Bernardino Valley College and the Emergency Services and Plaza at Crafton Hills College. Steinberg Architects (Architect) is pleased to submit this Agreement for Architectural Services to San Bernardino Community College District (Owner) according to the terms and conditions defined in the attachments.

**Attachments, included and made a part hereof:**

Attachment 1 - Scope of Services

Attachment 2 - Compensation and Payment provisions

Should this Agreement meet with your approval, please sign and return both enclosed originals to us for countersignature. We will return one fully executed, original Agreement to you for your records. This offer and agreement shall be binding if agreed to in writing by the Owner within thirty (30) days of the date above. Upon receipt of the signed Agreement we can begin work on your Project.

Please call if you have any questions concerning this Agreement. We look forward to our continued good working relationship and to a successful project.

Sincerely,



Elena Andrews  
Associate Principal

cc: David Hart, Irene Ngo

415.683.2000 San Francisco  
408.295.5446 San Jose  
213.629.0500 Los Angeles

**REVIEWED AND APPROVED BY:**

OWNER: San Bernardino Community  
College District

ARCHITECT: Steinberg Architects, Inc.

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

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

\_\_\_\_\_  
(Printed Name)

David Hart, AIA  
CA Architectural License No. C26391

\_\_\_\_\_  
(Printed Title)

Executive Vice President

## SCOPE OF PROFESSIONAL SERVICES

### I. DESCRIPTION OF THE PROJECT

- A. The project proposes to construct a replacement for the Liberal Arts building on the San Bernardino Valley College campus. It is anticipated that this facility would contain general lecture rooms, labs and offices. The project's estimated size is 24,00ASF/ 37,000 GSF. The project's estimated project cost is \$24,188,000.

The project proposes to construct a replacement for the Occupational Education #2 (OE 2) building on the Crafton Hills campus, to be referred to as the Emergency Services building and Plaza. The project's estimated size is 22, 170 ASF/ 34,100 GSF. The project's estimated project cost is \$28,577,000.

- B. San Bernardino Community College District intends to submit and pursue a capital outlay funding allocation from the California Community College Chancellor's Office (CCCCO) for the Liberal Arts Building Replacement and the Emergency Services Building and Plaza. Steinberg Architects has been requested to prepare and submit a Final Project Proposal (FPP) document consistent with the requirements of the CCCCCO on behalf of the District for the project.
- C. The CCCCCO capital outlay process is a competitive process and any potential funding allocation based on the FPP is subject to the terms and conditions of the CCCCCO. Steinberg Architects does not warrant or guarantee approval of the FPP or allocation of funding.

### II. SCOPE OF WORK

Steinberg Architects will provide the following Basic Services for the project. This Scope of Services anticipates that the FPP for both projects will be developed based on the most current campus master plan and program needs as established by the most current educational plan and enrollment data for the campus.

- A. Review existing space uses, needs and related site development. Identify future space use needs for programs to be accommodated and related site development. Confirm space needs with District staff and consultants for final determination of the project program.
- B. Conduct up to five (5) meetings with District/College staff and consultants for each project – ten (10) meetings total – to review and confirm the space needs, adjacencies, stacking and equipment needs for the projects. Additional meetings, if required, will be conducted by Steinberg Architects as an Additional Service.
- C. Prepare and coordinate exhibits as required for inclusion in the FPP document including the below listed documents. As applicable, exhibits may be prepared by discipline sub-consultants under the direction of Steinberg Architects or by the District's consultants, The Maas Companies, as indicated.
1. Form 1.1 – Title Page (Maas)
  2. Form 2.1 – Final Project Proposal Checklist (Maas)
  3. Form 3.1 – Approval Page (Maas/District)
  4. Form 3.2 – Project Terms and Conditions (Maas)
  5. Form 4.1 – Analysis of Building Space Use – JCAF 31 (Maas)
  6. Form 4.1A – Building Space Analysis Support (Maas)
  7. Form 5.1 – Cost Estimate Summary – JCAF 32 (Maas/Steinberg)
  8. Form 5.2 – Quantities/Unit Costs for JCAF 32 (Steinberg)
  9. Form 6.1 – California Energy Commission Audit (Maas)
  10. Form 7.1 – State Administrative Manual Requirements (Maas/District)

## SCOPE OF PROFESSIONAL SERVICES

11. Form 8.1 – CEQA Compliance (Maas/District)
  12. Form 9.1 – Outline of Specifications (Steinberg)
  13. Form 10.1 – Federal Funds Detail (Maas)
  14. Form 11.1 – Analysis of Future Costs (Maas/District)
  15. Form 12.1 – Campus Plot Plans (Steinberg)
  16. Form 13.1 – Diagrams of Building Area (Steinberg)
  17. Form 13.2 – Site Plans (Steinberg)
  18. Form 13.3 – Floor Plans (Steinberg)
  19. Form 13.4 – Exterior Elevations (Steinberg)
  20. Form 13.5 – Electrical Plans (N/A)
  21. Form 13.6 – Mechanical Plans (N/A)
  22. Form 13.7 – Building Cross-Sections (N/A)
  23. Form 14.1 – Guideline-Based Group 2 Equipment (Maas)
  24. Form 15.1 – Justification of Additional Costs Exceeding Guidelines (Maas)
  25. Form 16.1 – Detailed Equipment List (Maas/Steinberg/District)
- D. Maas Companies will provide the total amount of assignable square footage for the buildings including the Room Use Codes and Taxonomy of Programs Coeds. Steinberg Architects will support the Maas Companies in compiling the exhibits and documents as required. Maas Companies will compile all final exhibits for the Final Project Proposal. Maas Companies will prepare the final FPP document for the District's final review, execution, and submittal to the CCCCCO. Maas Companies will update the District's FUSION database based on the final FPP document.
- E. Review and solicit feedback for proposed needs with the CCCCCO. Make recommendations to the District regarding the type and quantity of space to be constructed based on CCCCCO feedback. Make recommendations for supplemental District funding based on CCCCCO feedback.
- F. The professional services will be provided and compensated in accordance with the terms and conditions set out below.
- G. The Architect shall provide and be responsible for Mechanical, Electrical, Plumbing, Telecommunications, Civil, and Cost Estimating. Any other project consultants deemed necessary by the Owner shall be provided by and are the responsibility of the Owner.

### III. SCHEDULE

- A. We anticipate the duration of time to complete the tasks described in Section II above to be approximately twelve (12) weeks, including a two-week client review period. The schedule is subject to change based on the timeliness of information provided by the District and scheduling requirements for review and confirmation of meetings.

[End of Scope of Professional Services]

**TERMS AND CONDITIONS****IV. COMPENSATION AND PAYMENT**

The Architect and consultants will provide Basic Services on this Project for a stipulated sum of **One Hundred and Twenty-One Thousand Dollars (\$121,000)**, inclusive of Reimbursable Expenses.

**V. HOURLY RATES**

For hourly or Additional Services as agreed to by both parties, the Architect's hourly rates as of September 1, 2009 are set forth below. The Architect's hourly rates are adjusted annually on the first of September, in accordance with normal salary review practices. The rates represent the range for professional and administrative personnel. Project-specific roles for personnel will be established with the appropriate rate.

o Principal	\$190-230	o Job Captain	132
o Senior Project Architect	170-180	o Intermediate	108-119
o Senior Project Manager	170	o Entry Level Designer	98
o Senior Designer	170	o Interior Designer	98
o Project Manager	155	o Administrative Staff	85
o Project Architect	148	o Intern	69
o Designer	143		

**VI. REIMBURSABLE EXPENSES**

Reimbursable Expenses directly associated with the Basic Services described above are included in the stipulated sum above for Basic Services.

Should expenses be required or requested outside of those specifically associated with the Basic Services described above, the District shall approve in writing such expenses in advance. Such expenses may include, but are not limited to, the items delineated below. Such expenses shall be billed to the Owner at a multiple of one point one (1.1) times their actual cost.

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses; and

## TERMS AND CONDITIONS

11. Other, similar Project-related expenditures.

### VII. INVOICING

- A. The Architect shall invoice its time and Reimbursable Expenses monthly, and invoices are due and payable within thirty (30) days from the invoice date. There will be a service charge of twelve percent (12%) per annum on late invoices. Should the Owner fail to pay current invoices for more than forty-five (45) days.
- B. If any portion of the invoice is disputed by the Owner, Architect shall be promptly notified of such dispute within ten (10) business days. Any undisputed portion shall promptly be paid to the Architect. No deductions shall be made from Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

[End of Compensation and Payment]



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Steven Sutorus, Business Manager  
PREPARED BY: Steven Sutorus, Business Manager  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of Contract with Nexus for Phone System Upgrade

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract for phone system upgrade.

OVERVIEW

This would allow the district to upgrade the current phone system, enhancing the system's features and adding 911 emergency capabilities. The enhancements will allow users to send simultaneous audio and text messages to phones and speakers. Using the InformaCast feature, live, recorded, or scheduled broadcasts can be sent to one or more paging groups. Additionally, the upgrade will allow for greater user accountability as the system will be able to track and report on incoming, outgoing and internal phone calls in real-time within specific departments. Usage information can be used to create reports, allocate costs to departments, identify fraudulent use, and monitor employee productivity. The Emergency Responder feature enhances the 911 functionality and will allow the 911 operator to not only know the building, but also the room number from where the call is being originated. The system will also allow for mass notifications in emergencies.

ANALYSIS

The system would expedite emergency response times as well as allow for cost account abilities for better fiscal management.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

Year one funding of \$324,014.27 was identified and moved from CHC/SBVC/District's FY 2008-2009 surplus. The monthly service fee of \$236.88 will be covered by DETS current budget allocation. The year two cost of \$19,956.72 will be covered by cost savings from DETS Maintenance agreements. Year three cost of \$20,954.55 will be covered through DETS budgeted funds.

Attachment



## **Phone System Upgrade**

**San Bernardino Community College District**

### **Executive Summary**

**January 20, 2010**

# Phone System Upgrade – Executive Summary

## 1.0 – Introduction

This document summarizes our district wide phone system upgrade and its associated applications and enhancements. The upgrade will be a complete replacement of our current phone system with Cisco's latest hardware and software. With the new system we will add additional components to further enhance the functionality. These components include:

- **Berbee's InformaCast** – Allows designated users to send simultaneous audio and text messages to phones and speakers.
- **Cisco's Emergency Responder** – Enhances the existing emergency 9-1-1 functionality to include a more precise location. I.e. phone#\campus\building\room#
- **Metropolis OfficeWatch** – Tracks and reports on incoming, outgoing and/or internal phone calls in real-time within specific departments.

## 2.0 – Background

The District's current phone system is Cisco's Unified Call Manger version 4.2. with Cisco's Unity Voicemail version 4.0. This system was installed and has been in use since October of 2001 and is currently 3 versions out of date. Cisco announced this system's End of Life on 11/15/07. Along with the phone system being end of life the campuses have expressed desires for call accounting, paging and enhanced 9-1-1 features.

## 3.0 – Benefit

As systems age and reach end of life the chance of hardware\software failure dramatically increases. Upgrading our phone system will bring us back up to date with current software and hardware that is less likely to fail and easily supported in the case of an outage. This will also give us a chance to do some long needed administrative cleanup of the phone system configuration. 90% of the implementation will be seamless to end users and the minimal downtime will be scheduled for afterhours. The following products will also be installed to enhance the functionality of the phone system:

- **InformaCast** allows specified individuals to simultaneously send an audio stream and/or text message to multiple IP phones and speakers. With the push of a single button on an IP phone or a single click from a PC, you can send a live, recorded, or scheduled broadcast to one or more paging groups. Campus Police and Administrators will have the ability to send emergency broadcasts over specified phones and speakers throughout the campus and district.

- **Emergency Responder** provides emergency personal with up to date location information when 911 calls are placed. Not only will the emergency operator know the phone number of the caller but they will also be alerted to the site, building and room number of where the call was placed.
- **OfficeWatch** is a call accounting software with the ability to track in real time all incoming, outgoing and internal phone calls made throughout the district. This information can be used to create usage reports, allocate costs to departments, identify fraudulent use, and monitor employee productivity.

#### **4.0 – Cost**

The projected time for complete implementation is 12-14 weeks.

- E911 Information Manager – ongoing monthly cost:
  - District - \$45.96
  - Crafton Hills – \$89.96
  - Valley - \$100.96
    - **Total: \$236.88**
- 3 Year projected SmartNet cost assuming %5 increase
  - Year 1 cost - (included in project total)
  - Year 2 cost – \$19,956.72
  - Year 3 cost – \$20,954.55
- Total cost of implementation
  - **\$324,014.27**

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services  
PREPARED BY: Lawrence J. Klumas, Bond Program Director  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval to Reduce Retention to 5%

RECOMMENDATION

It is recommended that the Board of Trustees approve the reduction of retention from 10% to 5% for the following two contracts:

- Coutts Heating & Cooling, Inc. Infrastructure 2/3/4 at CHC.
- Sierra Landscape Company, Inc. Infrastructure 2/3/4 at CHC.

OVERVIEW

These companies are requesting a reduction of retention on their contracts from 10% to 5%. In compliance with California Public Contract Code section 9203, when 50% of the work on a contract has been completed, the retention for that contract can be reduced to 5%. The work for each of these contracts is in the 98% completion range and 5% retention is sufficient.

BOARD IMPERATIVE

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

FINANCIAL IMPLICATIONS

None.

Attachment

DATE: January 11, 2010

**No - CHC INFRA 2/3/4- 02**TO: Larry Klumas  
Bond Program Manager  
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 Coutts Heating & Cooling, Inc retention to 5%**SCOPE:**

SBCCD's approval of reduce Coutts Heating &amp; Cooling, Inc. retention to 5%.

**NARRATIVE:**

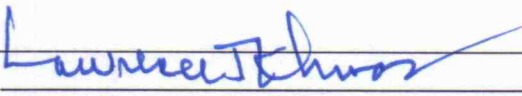
Coutts Heating & Cooling, Inc. is requesting a reduction of the retention to 5%. Tilden Coil has recommended the release of the retention but retaining 5%. The work is substantially complete, has been inspected and final punch listed.

In compliance with California Public Contract Code section 9203 the amounts when 50% of the work has been completed can be reduced to 5%. This contract work is in the 98% completion range and 5% is sufficient.

**RECOMMENDATION:**

K/BRj recommends that SBCCD approval of Coutts Heating & Cooling, Inc, reduction in retention to 5%. The board document will be prepared by Kitchell/BRj and will be put on the February 2010 SBCCD board agenda for SBCCD Board of Trustees approval.

- I concur with this recommendation  
 I do not concur with this recommendation

  
 Lawrence J Klumas, Bond Program Director, SBCCD

- I concur with this recommendation  
 I do not concur with this recommendation

\_\_\_\_\_  
 Bruce Baron, Vice Chancellor of Fiscal Services

Attachments: Tilden-Coil Constructors recommendation letter dated 10/07/2010

Cc: Alan Rosen; Geoff Bachanas - Kitchell/BRj  
File



Thursday, January 07, 2010

Bruce McDonald  
Kitchell/BRJ  
17711 Sand Canyon Road  
Yucaipa, CA 92399

**PROJ: CHC (6) Infrastructure Pkg 2, 3, &4-27003 (C)**

**RE: Retention Reduction – Bid Category 2 – Cousts Heating & Cooling, Inc**

Dear Bruce,

Please allow this letter to serve as our recommendation to allow the retention for Cousts Heating & Cooling, Inc.. (Infrastructure Bid Category 2) to be reduced to 5%. California Public Contract code section 9203 allows the owner to reduce the retention amount to 5% after the contractor has successfully completed 50% of the contracted work. The contractor has completed well over 50% of the contracted work with less than 5% of their contracted work and punchlist yet to be completed.

Attached is a copy of the Consent of Surety from Sierra's surety company allowing this reduction in the retention amount.

I have been informed that this will require board approval. As such I am requesting that this be included in the board's agenda for the February 2010 meeting. Please confirm that this will occur.

Sincerely,  
Tilden-Coil Constructors, Inc.

A handwritten signature in black ink, appearing to read "Matt Breyer", written over a white background.

Matt Breyer  
Senior Project Manager

DATE: January 11, 2010 **No - CHC INFRA 2/3/4- 06**

TO: Larry Klumas  
Bond Program Manager  
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 Sierra Landscape Company, Inc retention to 5%

**SCOPE:**

SBCCD's approval of reduce Sierra Landscape Company, Inc. retention to 5%.

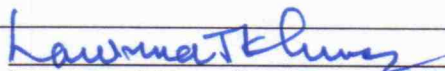
**NARRATIVE:**

Sierra Landscape Company, Inc. is requesting a reduction of the retention to 5%. Tilden Coil has recommended the release of the retention but retaining 5%. The work is substantially complete, has been inspected and final punch listed.

In compliance with California Public Contract Code section 9203 the amounts when 50% of the work has been completed can be reduced to 5%. This contract work is in the 98% completion range and 5% is sufficient.

**RECOMMENDATION:**

K/BRj recommends that SBCCD approval of Sierra Landscape Company, Inc, reduction in retention to 5%. The board document will be prepared by Kitchell/BRj and will be put on the February 2010 SBCCD board agenda for SBCCD Board of Trustees approval.

<input checked="" type="radio"/> I concur with this recommendation	
<input type="radio"/> I do not concur with this recommendation	Lawrence J Klumas, Bond Program Director, SBCCD

<input type="radio"/> I concur with this recommendation	_____
<input type="radio"/> I do not concur with this recommendation	Bruce Baron, Vice Chancellor of Fiscal Services

Attachments: Tilden-Coil Constructors recommendation letter dated 10/06/2010

Cc: Alan Rosen; Geoff Bachanas – Kitchell/BRj  
File





Wednesday, January 06, 2010

Bruce McDonald  
Kitchell/BRJ  
17711 Sand Canyon Road  
Yucaipa, CA 92399

**PROJ: CHC (6) Infrastructure Pkg 2, 3, &4-27003 (C)**

**RE: Retention Reduction – Bid Category 6 – Sierra Landscape Company, Inc.**

Dear Bruce,

Please allow this letter to serve as our recommendation to allow the retention for Sierra Landscape Company, Inc. (Infrastructure Bid Category 6) to be reduced to 5%. California Public Contract code section 9203 allows the owner to reduce the retention amount to 5% after the contractor has successfully completed 50% of the contracted work. The contractor has completed well over 50% of the contracted work with less than 5% of their contracted work and punchlist yet to be completed.

Attached is a copy of the Consent of Surety from Sierra's surety company allowing this reduction in the retention amount.

I have been informed that this will require board approval. As such I am requesting that this be included in the board's agenda for the February 2010 meeting. Please confirm that this will occur.

Sincerely,

Tilden-Coil Constructors, Inc.

A handwritten signature in black ink, appearing to read "M Breyer", written over a horizontal line.

Matt Breyer  
Senior Project Manager

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
PREPARED BY: Steven Sutorus, Business Manager  
DATE: February 11, 2010  
SUBJECT: Consideration of Adopt Resolution and Signature Authorization for State of California Department of Rehabilitation.

RECOMMENDATION

It is recommended that the Board of Trustees Adopt Resolution and Signature Authorization.

OVERVIEW

The State of California Department of Rehabilitation requires board action authorizing Bruce Baron, Steven Sutorus or Crispina Ongoco to sign their agreement, request for reimbursements and all amendments thereto, except to increase the financial liability of SBCCD.

ANALYSIS

This is official notification by the Board of Trustees to the State of California Department of Rehabilitation as to who may sign grant required documents.

BOARD IMPERATIVE

III – Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

This enables the District to take advantage of grant funding to support the program operation.

Attachments

# RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Rehabilitation for the purpose of **American Recovery and Reinvestment Act** and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/2010

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BE IT RESOLVED that the Governing Board of **San Bernardino Community College District** authorizes entering into local agreement numbers **Agreement Number 27684A** and that the persons/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at the time.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Bruce Baron</u>	<u>Vice Chancellor, Fiscal Services</u>	_____
<u>Crispina Ongoco</u>	<u>Director of Fiscal Services</u>	_____
<u>Steven Sutorus</u>	<u>Business Manager</u>	_____

PASSED AND ADOPTED THIS 11th day of February, 2010, by the Governing Board of **San Bernardino Community College District** of **San Bernardino** County, California.





I, **Donald L. Singer**, Clerk of the Governing Board of **San Bernardino Community College District**, of **San Bernardino**, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a **regular** meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said board.

\_\_\_\_\_  
(Clerk's signature)


\_\_\_\_\_  
(Date)

<p><b>GRANTEE/CONTRACTOR:</b></p> <p>STATE OF CALIFORNIA                  Department of Rehabilitation                  721 Capitol Mall                  Sacramento, California 95814</p>	<p><b>SUBGRANTEE/CONTRACTEE:</b>                  (Legal Corporation/Public Agency Name &amp; Address)</p> <p>San Bernardino Community College District                  San Bernardino Valley College                  701 South Mount Vernon Avenue                  San Bernardino, CA 92410</p> <p>(Billing Address)                  Fiscal Services                  114 S. Del Rosa                  San Bernardino, CA 92408</p>
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Bruce Baron	Vice Chancellor, Fiscal Services
	Crispina Ongoco	Director, Fiscal Services
	Steven Sutorus	Business Manager
		

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
	Dr. Donald L. Singer, Clerk	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
PREPARED BY: Steven Sutorus, Business Manager  
DATE: February 11, 2010  
SUBJECT: Adopt Resolutions for California Department of Education

RECOMMENDATION

It is recommended that the Board of Trustees Adopt Resolutions for California Department of Education

OVERVIEW

California Department of Education is the major funding source for the operation of the SBVC's Child Development Center. California Department of Education requires, as part of the funding conditions, that a board action authorizing Bruce Baron, Penny Ongoco and Steven Sutorus to sign agreements and all amendments thereto, except to increase the financial liability of the District.

ANALYSIS

This is official notification by the Board of Trustees to the California Department of Education as to who may sign grant required documents.

BOARD IMPERATIVE

III – Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

This enables the District to take advantage of grant funding to support the Center's operation.

Attachment

# RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of General Child Care & Development Programs **and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/2010**

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BE IT RESOLVED that the Governing Board of San Bernardino Community College District authorizes entering into local agreement numbers CCTR-9241 and that the persons/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Steven Sutorus</u>	<u>Business Manager</u>	_____
<u>Bruce R. Baron</u>	<u>Vice Chancellor, Fiscal Srvs</u>	_____
<u>Penny Ongoco</u>	<u>Director Fiscal Services</u>	_____

PASSED AND ADOPTED THIS 11th day of February, 2010, by the Governing Board of San Bernardino Community College District of San Bernardino County, California.

I, Donald L. Singer Clerk of the Governing Board of San Bernardino Community College District, of San Bernardino, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

# RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of California State Preschool Program and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/2010

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BE IT RESOLVED that the Governing Board of San Bernardino Community College District authorizes entering into local agreement numbers CSP- 9451 and that the persons/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Steven Sutorus</u>	<u>Business Manager</u>	_____
<u>Bruce R. Baron</u>	<u>Vice Chancellor, Fiscal Svcs</u>	_____
<u>Penny Ongoco</u>	<u>Director Fiscal Services</u>	_____

PASSED AND ADOPTED THIS 11th day of February, 2010, by the Governing Board of San Bernardino Community College District of San Bernardino County, California.

I, Donald L. Singer, Clerk of the Governing Board of San Bernardino Community College District, of San Bernardino, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

# RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of **Instructional Materials** and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/2010

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BE IT RESOLVED that the Governing Board of **San Bernardino Community College District** authorizes entering into local agreement numbers **CIMS-9495** and that the persons/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Bruce Baron</u>	<u>Vice Chancellor, Fiscal Svcs</u>	_____
<u>Penny Ongoco</u>	<u>Director of Fiscal Services</u>	_____
<u>Steven Sutorus</u>	<u>Business Manager</u>	_____

PASSED AND ADOPTED THIS 8<sup>th</sup> day of February 11, 2010, by the Governing Board of **San Bernardino Community College District** of **San Bernardino** County, California.

I, **Donald L. Singer**, Clerk of the Governing Board of **San Bernardino Community College District**, of **San Bernardino**, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a **regular** meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice-Chancellor Fiscal Services  
PREPARED BY: Bruce Baron, Vice-Chancellor Fiscal Services  
DATE: February 11, 2010  
SUBJECT: Consideration of Approval of 2010-2011 Board Budget Directives

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2010-2011 Board Budget Directives.

OVERVIEW

2010-2011 Budget Directions are submitted for review and approval.

ANALYSIS

Our District's Administrative Procedure 6200, "Budget Management", calls for the Board of Trustees to give initial directions concerning the distribution of resources. This includes setting the level of contingencies, and other reserves; making any changes in the District's mission; and determining the amount of resources available in the District for allocation to the Colleges with potential increases and decreases during the budget preparation period.

These are initial directives which are based on the early information shared at the Board Budget Workshop and may change as we move forward in the budget development process.

BOARD IMPERATIVE

III. Resource management for efficiency, effectiveness, and excellence.

FINANCIAL IMPLICATIONS

To be determined.

Attachment

# **SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

## **2010-2011 BOARD BUDGET DIRECTIVES**

**TENTATIVE AS OF FEBRUARY 11, 2010**

### **GOVERNOR'S PROPOSED 2010-2011 BUDGET**

- No planned mid-year budget cuts for 2009-2010
- Enrollment growth of 2.2% (about 300 FTES and \$1.3 million for SBCCD).
- Negative COLA of -0.38% (about \$200,000 cut for SBCCD).
- Increase in state funding to cover projected property tax shortfall.
- Further deferrals in funding causing cash flow concerns.
- No restoration of any categorical program funds.
- Redirect \$10 million from EOP&S funds to Career, Technical Education (CTE).
  - EOP&S cut of about \$124,000 for SBCCD and unknown how CTE funds will be distributed.
- Redirect \$10 million from part-time faculty allocation funds to Career, Technical Education.
  - Part-time faculty cut of about \$119,000 for SBCCD and unknown how CTE funds will be distributed.
- No student fee increases.
- Suspension of new competitive CalGrants.

### **PROJECTED COST INCREASES FOR 2010-2011**

- Step and column contractual salary increase of about \$550,000.
- Short-term utility needs at colleges - \$150,000. In long term our Measure M LEED standard buildings and energy improvements will result in about 40% utility savings.
- Benefits increases - \$300,000 (rough number).
- Additional instructional materials for enrolling about 2,000 FTES over our funded cap (13,780 funded cap vs. 15,751 FTES as of January 23, 2010) - \$100,000.
- Ongoing amount needed to backfill categorical programs to maintain 2009-2010 levels (\$800,000 to cover state cuts and \$300,000 needed to cover loss of one-time federal funding). Total needed is \$1,100,000.

### **INTERGRATION OF PROGRAM REVIEW AND BUDGETING**

- It is recommended that the District set-aside \$200,000 to fund highest priority needs from the Program Review process and evaluate the use of the funds at the next Program Review cycle. This will provide funds inspire new ideas and creativity in teaching and learning and support for our students.

## **FTES TARGETS FOR 2010-2011**

- Including the growth funding increase we can anticipate approximately 14,000 funded FTES in 2010-2011. We will fund the colleges for 14,300 FTES (10,010 at Valley and 4,290 at CHC).
- This District can fund these enrollment levels within existing resources.
- It is important to maintain Valley about 10,000 FTES to continue receiving \$600,000 additional state funding.
- It is anticipated that our enrollment will continue to exceed funded levels.

## **SERP**

- The District is offering a SERP which will result in a win-win program for the District. Employees who can retire will receive an incentive to retire and the District will achieve permanent savings in the budget if the plan is followed to only fill 50% of the vacated positions at the salary levels recommended in the plan. The projected permanent, annual SERP savings if all goals are achieved is \$2.4 million. This will increase after year five by the funds that were used to pay retirees their 20% annual salary over a five year period.

## **OTHER BUDGET ASSUMPTIONS AND CONSIDERATIONS**

- 2010-2011 will be a year to regroup from the serious budget reductions of the past year, study the impact of the SERP on staffing across the District and reprioritize and reorganize.
- The level of savings from 2009-2010 of \$3,756,000 must be maintained in 2010-2011.
- If the funding from the state and the SERP are as projected currently, it is intended to restore non-salary savings from the 2009-2010 plan, to the colleges (\$609,000 to Valley and \$168,000 to CHC).
- Need to maintain 50% law ratios and consider full-time/part-time faculty ratios.
- We need to honor bargaining agreements.
- We want to continue to develop streams of funding that are outside of the state apportionment. This includes additional grants and partnerships.
- We must successfully complete our work on accreditation.

## **UNRESTRICTED GENERAL FUND BALANCE**

- Maintain at existing June 30, 2010 level. Project to be about \$14 million (18.1% after prior SERP AND prior Chancellor's annuity are fully funded).
- If Governor's budget changes significantly, or the SERP does not yield desired savings, fund balance may be used up to \$1.5 million with a balance of \$12.9 million (about 17.6%). This is a one year only recommendation!

**DISTRICT-WIDE BUDGET PLANNING SUMMARY**  
**(Based on Governor's Executive Budget and SERP Plan)**  
 (Campus allocations will be made in late spring using "new"  
 Budget Allocation Model" currently in development)  
 Assumes continuation of 2009-2010 "savings"

<u>Category</u>	<u>New Funding</u>	<u>Reductions or Costs to Cover</u>
2/2% enrollment growth	\$1,300,000	
SERP	\$2,400,000	
Negative COLA		-\$200,000
EOP&S Reduction		-\$124,000
PT Faculty Reduction		-\$119,000
Continued funding of Categorical Program at 2009-2010 levels for one more year.		-\$1,100,000
Contractual step and column increases		-\$550,000
Benefits increases		-\$300,000
Short-term energy costs		-\$150,000
Restore non-salary funds for supplies and materials		-\$775,000
Additional instructional materials for increased student FTES		-\$100,000
Program Review fund		-\$200,000
<b>TOTALS</b>	<b>\$3,700,000</b>	<b>\$3,468,000</b>

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Steve Sutorus, Business Manager  
PREPARED BY: Steve Sutorus, Business Manager  
DATE: February 11, 2010  
SUBJECT: **Consideration of Acceptance of the 2008-2009 Independent Audit Report**

RECOMMENDATION

It is recommended that the Board of Trustees accept the 2008-2009 Independent Audit Report.

OVERVIEW

The auditing firm, Eadie & Payne, LLP has conducted the yearly District-wide independent audit for the period ending June 30, 2009.

ANALYSIS

Each year the District undergoes an independent audit, after which Eadie & Payne compiles a written report detailing SBCCD's financial statements. The report also provides in-depth information in required supplemental schedules and compliance reports. Representatives from Eadie & Payne will be available to make brief comments regarding the report and to answer any questions from Board Members.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

None.

Attachment

**SAN BERNARDINO COMMUNITY  
COLLEGE DISTRICT**

**FINANCIAL STATEMENTS  
WITH INDEPENDENT AUDITORS' REPORTS**

**JUNE 30, 2009**

**SAN BERNARDINO VALLEY COLLEGE  
SAN BERNARDINO, CALIFORNIA**

**CRAFTON HILLS COLLEGE  
YUCAIPA, CALIFORNIA**

**PROFESSIONAL DEVELOPMENT  
CENTER  
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**SAN BERNARDINO COUNTY**

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*Certified Public Accountants  
and  
Business Advisors*

## **INDEPENDENT AUDITORS' REPORT**

Board of Trustees  
San Bernardino Community College District  
San Bernardino, California

We have audited the accompanying financial statements of each major fund and the aggregate remaining fund information of the San Bernardino Community College District as of and for the year ended June 30, 2009, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of each major fund and the aggregate remaining fund information of the San Bernardino Community College District as of June 30, 2009, and the respective changes in financial position and its cash flows, where applicable, thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 24, 2009 on our consideration of San Bernardino Community College District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.



The management's discussion and analysis and the schedules of post-employment healthcare benefit funding progress and employer contributions are not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the San Bernardino Community College District's basic financial statements. The accompanying supplementary information listed in the table of contents, including the schedule of expenditures of federal awards, which is required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

December 24, 2009

*Eadie and Payne, LLP*

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

### **Introduction**

The following discussion and analysis provides an overview of the financial position and activities of the San Bernardino Community College District (the "District") for the year ended June 30, 2009. The discussion has been prepared by management and should be read in conjunction with the financial statements and notes thereto which follow this section.

The San Bernardino Community College District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges, a Professional Development Center, and a television and radio station. Students in our colleges may complete the freshman and sophomore years of a baccalaureate degree and transfer to upper division study at a university or complete a certificated vocational program and move directly to the workforce.

As an independent division of San Bernardino Community College District, the Economic Development and Corporate Training Division carries out the economic and workforce development mission of the District through its two dedicated workforce training facilities: the Professional Development Center (PDC) and the Donald F. Averill Applied Technology Training Center (ATTC). The Division offers customized and short-term training programs to residents in the Inland Empire, including San Bernardino, Colton, Rialto, Highland, Bloomington, Grand Terrace, Redlands, Loma Linda, Yucaipa, and Big Bear.

### **Selected Highlights**

- During fiscal year 2008-09, total Full-Time Equivalent Students (FTES) increased 1,198.48 students (or 8.50%) for credit courses and increased 12.32 FTES (or 125.71%) for non-credit courses.

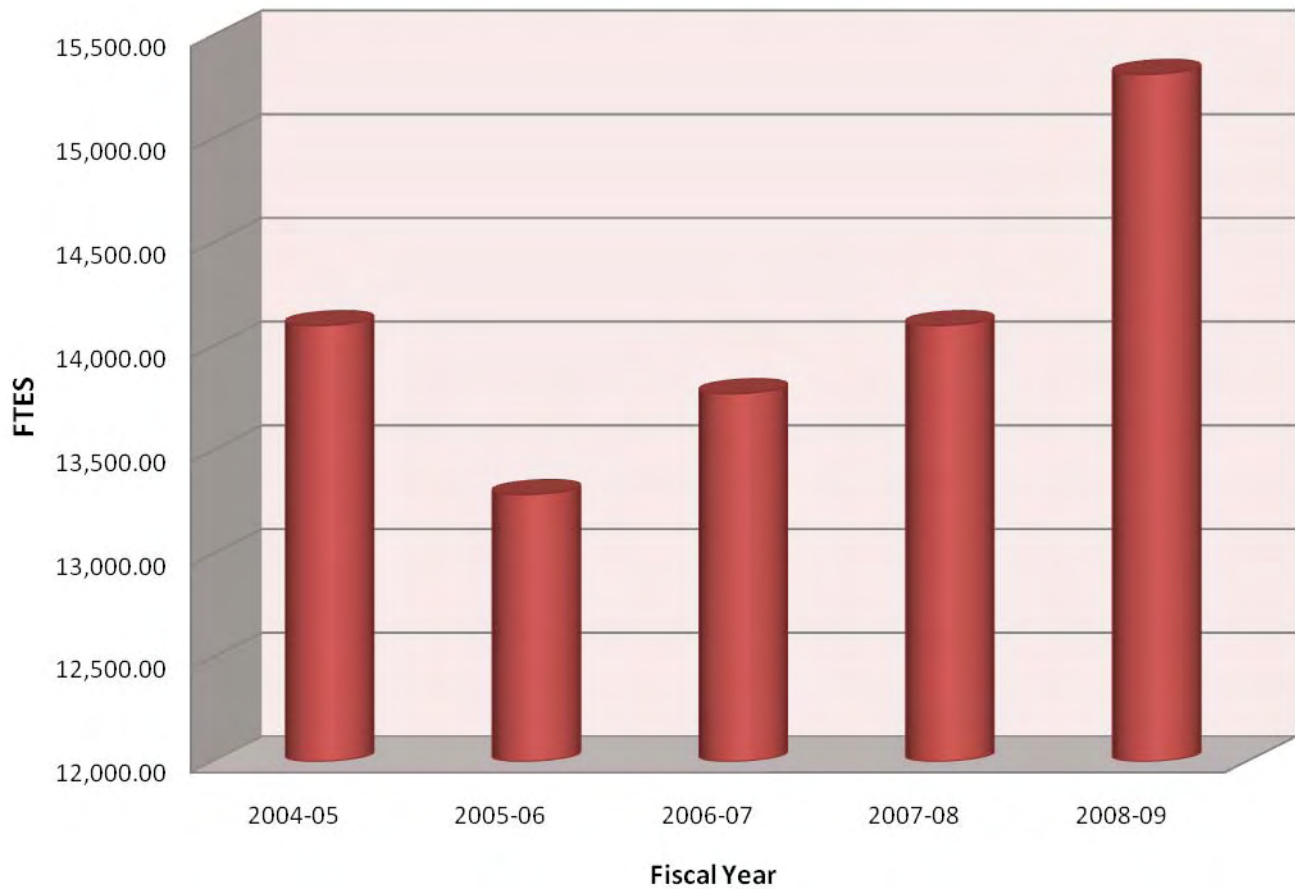
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

**Trend of Full Time Equivalent Students as reported on the annual report**



Full Time Equivalent Students	2004-05	2005-06	2006-07	2007-08	2008-09
Credit	14,077.53	13,276.87	13,753.86	14,092.98	15,291.46
Non-Credit	25.25	11.43	20.64	9.80	22.12
Totals	14,102.78	13,288.30	13,774.50	14,102.78	15,313.58
Credit % Increase (Decrease)	0.87%	-5.69%	3.59%	2.47%	8.50%
Non-Credit % Increase (Decrease)	-47.60%	-54.73%	80.58%	-52.52%	125.71%
Totals	0.70%	-5.78%	3.66%	2.38%	8.59%

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

**Statement of Net Assets**

The Statement of Net Assets presents the assets, liabilities, and net assets of the District as of the end of the fiscal year and is prepared using the accrual basis of accounting, which is similar to the accounting basis used by most private-sector organizations. The Statement of Net Assets is a point of time financial statement whose purpose is to present to the readers a fiscal snapshot of the District. The Statement of Net Assets presents end-of-year data concerning assets, liabilities, and net assets.

From the data presented, readers of the Statement of Net Assets are able to determine the assets available to continue operations of the District. Readers are also able to determine how much the District owes vendors and employees. Finally, the Statement of Net Assets provides a picture of the net assets and their availability for expenditure by the District.

The difference between total assets and total liabilities is one indicator of the current financial condition of the District; the change in net assets is an indicator of whether the overall financial condition has improved or worsened during the year. Assets and liabilities are generally measured using current values. One notable exception is capital assets, which are stated at historical cost less accumulated depreciation.

The Net Assets are divided into three major categories. The first category, invested in capital assets, provides the equity amount in property, plant, and equipment owned by the District. The second category is expendable restricted net assets; these net assets are available for expenditure by the District, but must be spent for purposes as determined by external entities and/or donors that have placed time or purpose restrictions on the use of the assets. The final category is unrestricted net assets that are available to the District for any lawful purpose of the District.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

A summary of the Statement of Net Assets as of June 30, 2009 and June 30, 2008 is shown below:

	<u>2009</u>	<u>2008</u>	<u>Increase (Decrease)</u>	<u>Percent Change</u>
<b>ASSETS</b>				
Current Assets				
Cash and cash equivalents	\$29,714,146	\$28,393,571	\$1,320,575	4.7%
Accounts receivable, net	22,026,578	12,130,780	9,895,798	81.6%
Other current assets	<u>1,243,959</u>	<u>1,476,866</u>	<u>(232,907)</u>	-15.8%
Total Current Assets	<u>52,984,683</u>	<u>42,001,217</u>	<u>10,983,466</u>	26.2%
Noncurrent Assets				
Restricted cash and cash equivalents	353,596,574	96,259,038	257,337,536	267.3%
Deferred Charges	4,941,987	-	4,941,987	100.0%
Net capital assets and noncurrent assets held for sale	<u>229,475,438</u>	<u>172,062,594</u>	<u>57,412,844</u>	33.4%
Total Noncurrent Assets	<u>588,013,999</u>	<u>268,321,632</u>	<u>319,692,367</u>	119.1%
<b>TOTAL ASSETS</b>	<u><u>\$640,998,682</u></u>	<u><u>\$310,322,849</u></u>	<u><u>\$330,675,833</u></u>	106.6%
<b>LIABILITIES</b>				
Current Liabilities				
Accounts payable and accrued liabilities	\$23,972,377	\$14,151,844	9,820,533	69.4%
Current portion of long-term liabilities	3,754,641	2,443,142	1,311,499	53.7%
Other current liabilities	<u>4,272,064</u>	<u>5,686,942</u>	<u>(1,414,878)</u>	-24.9%
Total Current Liabilities	<u>31,999,082</u>	<u>22,281,928</u>	<u>9,717,154</u>	43.6%
Noncurrent Liabilities				
Supplemental early retirement plan liability	2,110,792	120,985	1,989,807	1644.7%
Capital leases	27,596	77,034	(49,438)	-64.2%
Bonds payable	452,327,125	167,164,152	285,162,973	170.6%
Other noncurrent liabilities	<u>2,093,925</u>	<u>-</u>	<u>2,093,925</u>	100.0%
Total Noncurrent Liabilities	<u>456,559,438</u>	<u>167,362,171</u>	<u>289,197,267</u>	172.8%
<b>TOTAL LIABILITIES</b>	<u><u>488,558,520</u></u>	<u><u>189,644,099</u></u>	<u><u>298,914,421</u></u>	157.6%
<b>NET ASSETS</b>				
Invested in capital assets, net of related debt	113,888,155	88,999,101	24,889,054	28.0%
Restricted For				
Capital projects	15,115,796	14,253,781	862,015	6.0%
Other special services	10,279,232	9,744,579	534,653	5.5%
Unrestricted	<u>13,156,979</u>	<u>7,681,289</u>	<u>5,475,690</u>	71.3%
<b>TOTAL NET ASSETS</b>	<u><u>152,440,162</u></u>	<u><u>120,678,750</u></u>	<u><u>31,761,412</u></u>	26.3%
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><u>\$640,998,682</u></u>	<u><u>\$310,322,849</u></u>	<u><u>\$330,675,833</u></u>	106.6%

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

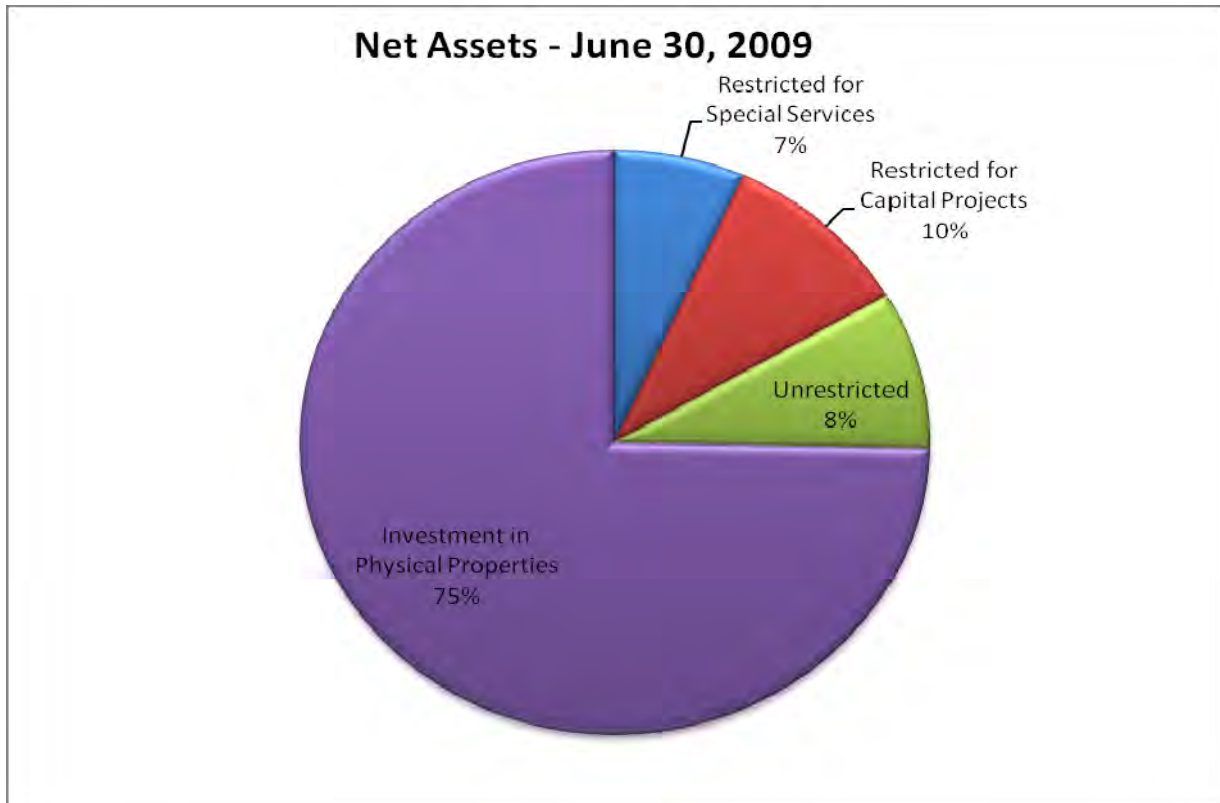
- Approximately 63% of the cash balance is cash deposited in the San Bernardino County Treasury Pool and approximately 37% is cash deposited in local financial banking institutions. All funds are invested in accordance with Board Policy which emphasizes prudence, safety, liquidity, and return on investment. The Statement of Cash Flows contained within these financial statements provides greater detail regarding the sources and uses of cash and the net increase or decrease in cash during fiscal years.
- The majority of the accounts receivable balance is from federal and state sources for apportionment, property tax, and grant and entitlement programs.
- Capital assets had a net increase of \$58.3 million. The District had additions of \$64.5 million related to the purchases of buildings and equipment and for construction in progress. Depreciation expense of \$6.2 million was recognized during 2008-09. The capital asset section of this discussion and analysis provides greater detail.
- Accounts payable are amounts due as of the fiscal year end for goods and services received as of June 30, 2009. Total accounts payable are \$24 million at year end.
- The District's noncurrent liabilities primarily consist of bonds payable related to the Measure P General Obligation bonds and Measure M General Obligation and Build America bonds. For Measure P, Series D and E were issued in June 2009 thus completing this issuing for this Bond Measure. For Measure M, in December 2008, Series A was issued, followed by Series B and C being issued in June 2009. Further information on the bonds can be found in the long-term liabilities section of this report.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)



**Statement of Revenues, Expenses, and Changes in Net Assets**

The Statement of Revenues, Expenses, and Changes in Net Assets presents the financial results of the District's operations, as well as its non-operating activities. The distinction between these two activities involves the concepts of exchange and non-exchange. Operating activities are those in which a direct payment or exchange is made for the receipt of specified goods or services. As an example, tuition fees paid by the student is considered an exchange for instructional services. Likewise, grant and contract-funding received on the condition that the District will provide a specified service is also an exchange. Both of these examples are considered operating activities and therefore the associated revenues and expenses are classified as such. The receipt of state apportionments and property taxes, however, do not include this exchange relationship between the payment and receipt of specified goods or services. These revenues and related expense are classified as non-operating activities. It is because of the methodology used to categorize between operating and non-operating combined with the fact that the primary source of funding that supports the District's instructional activities comes from state apportionment and local property taxes that the results of the District's operations will result in a net operating loss.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

The Statement of Revenues, Expenses, and Changes in Net Assets for the years ended June 30, 2009, and June 30, 2008 is summarized below:

	<u>2009</u>	<u>2008</u>	<u>Increase (Decrease)</u>	<u>Percent Change</u>
OPERATING REVENUES				
Tuition and fees (net)	\$6,208,381	\$5,693,579	\$514,802	9.0%
Grants and Contracts, Noncapital	22,635,937	18,112,205	4,523,732	25.0%
Auxiliary enterprises sales	5,841,007	5,646,113	194,894	3.5%
TOTAL OPERATING REVENUES	<u>34,685,325</u>	<u>29,451,897</u>	5,233,428	17.8%
TOTAL OPERATING EXPENSES	<u>117,389,157</u>	<u>118,220,300</u>	(831,143)	-0.7%
OPERATING LOSS	<u>(82,703,832)</u>	<u>(88,768,403)</u>	6,064,571	-6.8%
NONOPERATING REVENUES (EXPENSES)				
State apportionments, noncapital	64,912,375	58,236,643	6,675,732	11.5%
Local property taxes	35,958,949	21,455,202	14,503,747	67.6%
State revenue - other	2,081,977	1,954,502	127,475	6.5%
Interest and investment income	1,345,086	6,968,347	(5,623,261)	-80.7%
Other nonoperating revenue	3,052,027	3,041,217	10,810	0.4%
Interest expense	-	(7,574,293)	7,574,293	-100.0%
NET NONOPERATING REVENUES	<u>107,350,414</u>	<u>84,081,618</u>	23,268,796	27.7%
OTHER REVENUES, EXPENSES, AND GAINS				
Federal grants, capital	65,896	132,085	(66,189)	-50.1%
State apportionments, capital	944,887	405,965	538,922	132.8%
Local revenue, capital	5,968,126	1,297,047	4,671,079	360.1%
Gain (Loss) on disposal of equipment	135,921	7,848	128,073	1631.9%
TOTAL OTHER REVENUES, EXPENSES, AND GAINS	<u>7,114,830</u>	<u>1,842,945</u>	5,271,885	286.1%
INCREASE (DECREASE) IN NET ASSETS	31,761,412	(2,843,840)	34,605,252	-1216.8%
NET ASSETS, BEGINNING OF YEAR	<u>120,678,750</u>	<u>123,522,590</u>	(2,843,840)	-2.3%
NET ASSETS, END OF YEAR	<u>\$152,440,162</u>	<u>\$120,678,750</u>	<u>\$31,761,412</u>	26.3%



# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

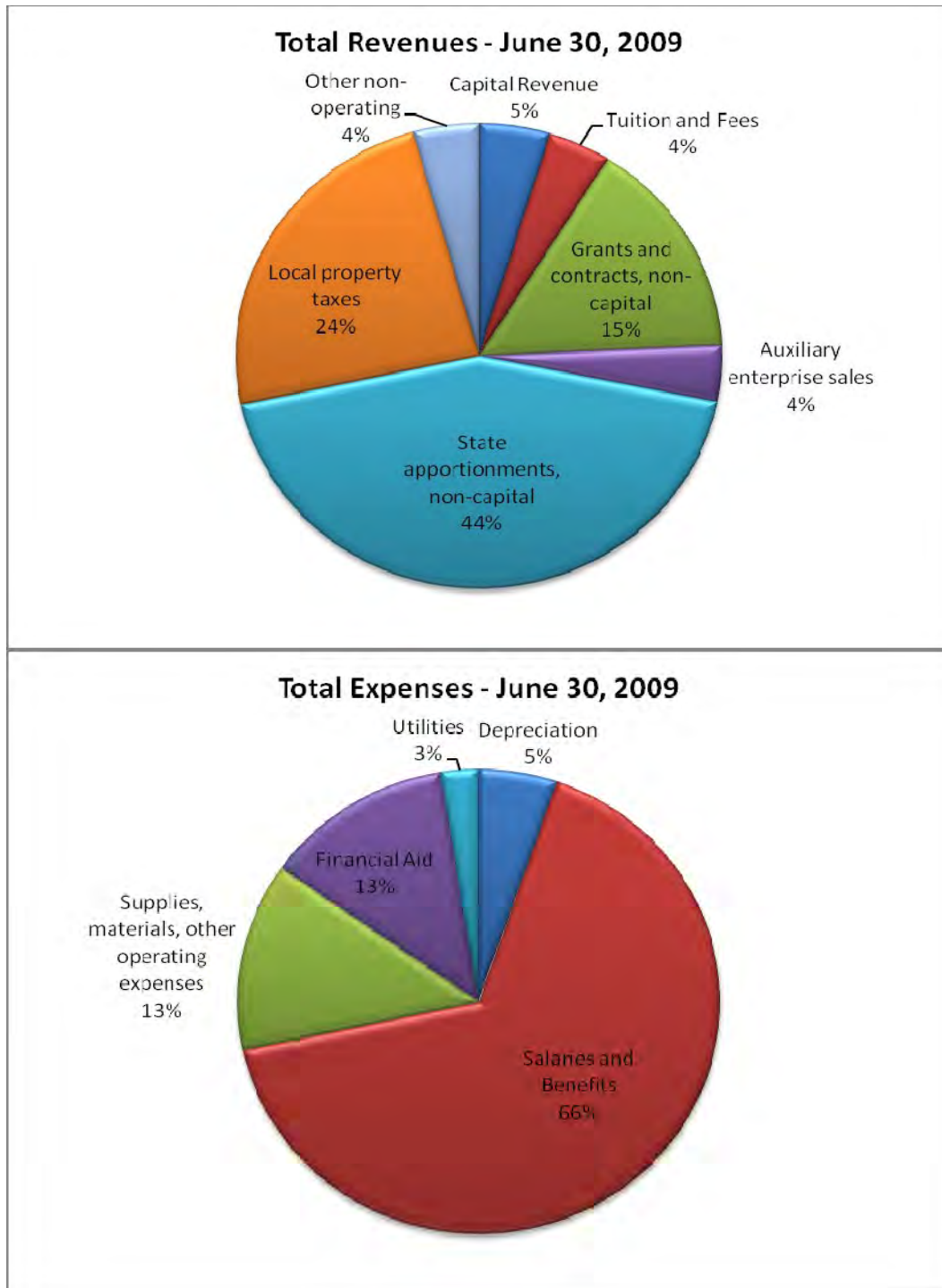
- The primary components of tuition and fees are the \$20 per unit enrollment fee that is charged to all students registering for classes and the additional \$186 per unit fee that is charged to all non-resident students.
- The largest component of the District's operating revenues is non-capital grants and contracts. The largest sub-component is federal grants totaling \$12.5 million for student financial aid. State student financial aid totaled \$.96 million.
- Personnel costs account for 66% of Operating expenses in fiscal year 2009 compared to 62% in 2008. The balance of operating expenses is for supplies, materials, other operating expenses, financial aid, utilities, and depreciation expense.
- The principal components of the District's non-operating revenue are: non-capital, state apportionment, local property taxes, other state funding, and interest income. With the exception of interest income, all of this revenue is received to support the District's instructional activities. The amount of state general apportionment received by the District is dependent upon the number of FTES generated and reported to the state, less amounts received from enrollment fees and local property taxes; increases in either of these latter two revenue-categories leads to a corresponding decrease in apportionment. Overall, total operating expenses decreased .4%.
- State apportionments, capital, consists of amounts received for capital outlay, scheduled maintenance and facility construction. Approved capital outlay projects are typically funded at 50% of the project costs by the state.
- Functional expenses are included in Note 12 of the financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

**Statement of Cash Flows**

The Statement of Cash Flows provides information about cash receipts and cash payments during the fiscal year. This Statement also helps users assess the District's ability to generate positive cash flows, meet obligations as they come due and the need for external financing.

The Statement of Cash Flows is divided into five parts. The first part reflects operating cash flows and shows the net cash used by the operating activities of the District. The second part details cash received for non-operating, non-investing and non-capital financing purposes. The third part shows cash flows from capital and related financing activities. This part deals with the cash used for the acquisition and construction of capital and related items. The fourth part provides information from investing activities and the amount of interest received. The last section reconciles the net cash used by operating activities to the operating loss reflected on the Statement of Revenues, Expenses and Changes in Net Assets.

The Statement of Cash Flows for the fiscal years ended June 30, 2009 and June 30, 2008 is summarized below:

	<u>2009</u>	<u>2008</u>
Cash Provided by (Used in)		
Operating activities	(\$72,990,868)	(\$84,695,193)
Non-capital financing activities	101,505,255	83,974,887
Capital and related financing activities	228,039,073	(29,223,617)
Investing activities	<u>2,104,651</u>	<u>7,472,436</u>
Net increase (decrease) in cash and cash equivalents	258,658,111	(22,471,487)
Cash balance, beginning of year	<u>124,652,609</u>	<u>147,124,096</u>
Cash balance, end of year	<u><u>\$383,310,720</u></u>	<u><u>\$124,652,609</u></u>

# SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

## MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

- Cash receipts from operating activities are from student tuition and from federal, state and local grants. Use of cash is for payments to employees, vendors and students related to the instructional program.
- State apportionment received based on the workload measures generated by the District accounts for 58% and 70% of non-capital financing for fiscal years 2009 and 2008 respectively. Cash received from property taxes accounts for 36% in fiscal year 2009 and 25% in fiscal year 2008 of the cash generated in this section.
- The majority of the activity in the capital and related financing activities is for the issuance of bonds.
- Cash from investing activities is interest earned on cash in bank and cash invested through the San Bernardino County pool and on investments with local banking institutions. Approximately \$2.1 and \$7.5 million was received from the San Bernardino County pool for fiscal years 2009 and 2008, respectively.

### **Other Post Benefit Obligations**

In 2004, Governmental Accounting Standards Board (GASB) issued Accounting Standards Nos. 43 and 45 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees. In an effort to become compliant with GASB standards, the District has created a District plan and an irrevocable trust that will be used as the vehicle to fund, accumulate, invest, and distribute funds held solely for retiree health benefits. The District had an actuarial study performed in 2006 to identify the cost and amount needed to fund on an annual basis retiree health benefits. This study determined the District's Unfunded Actuarial Accrued Liability to be \$5.1 million. To date, the District has placed \$.8 million in the irrevocable trust and set aside an additional \$.75 million in an internal fund. The actuarial study is currently being updated for use during fiscal year 2010.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2009

(Continued)

**Economic Factors that May Affect the Future**

State funding for community colleges has been reduced by over \$700 million and San Bernardino Community College District's share of this reduction is approximately \$5 million, with about half of the cuts in the general fund and half in categorical programs. The economic downturn that we are currently experiencing has increased the demand for our courses and services at our colleges. With an enrollment increase of over 8.5%, the District served over 1,100 additional full-time equivalent students in 2008-2009 above our level of funding by the state. Another factor impacting our level of service is the workload reduction that has been imposed by the state. This current method of cutting general funding from colleges is likely to be permanent. In addition, there is a great deal of talk about further budget reductions for next year if tax collections do not keep up with state projections. To date, there is evidence that the collections are below projections.

The District has already taken several steps to get through this fiscal year and survive current and future cuts. Budget reductions will be offset by a series of savings measures including salary savings from vacant positions due to the SERP and selective filling of vacant positions. Additional one-time savings will come from prior year unspent funds and will be used in part to support the cost of full-time permanent employees in the categorical programs. Both campuses have also undertaken efforts to meet an enrollment target of 14,600 FTES by reducing sections and increasing efficiency.

## BASIC FINANCIAL STATEMENTS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
**STATEMENT OF NET ASSETS**  
 JUNE 30, 2009

	<u>GENERAL FUND</u>	<u>FINANCIAL AID</u>	<u>OTHER</u>	<u>TOTAL</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
Cash and cash equivalents	\$ 26,390,401	\$ 203,239	\$ 3,120,506	\$ 29,714,146
Accounts receivable, net	20,753,297	370,381	902,900	22,026,578
Investments	-	-	375,000	375,000
Inventories	-	-	816,805	816,805
Prepaid expenses	39,782	-	12,372	52,154
Interfund balances	805,967	(100,356)	(705,611)	-
<b>Total Current Assets</b>	<u>47,989,447</u>	<u>473,264</u>	<u>4,521,972</u>	<u>52,984,683</u>
<b>Noncurrent Assets</b>				
Restricted cash and cash equivalents	353,596,574	-	-	353,596,574
<b>Capital Assets</b>				
Land	3,084,176	-	-	3,084,176
Depreciable assets, net of accumulated depreciation	152,736,866	-	4,440,468	157,177,334
Construction in progress	69,213,928	-	-	69,213,928
Interfund loan	1,815,000	-	(1,815,000)	-
Deferred charges	4,941,987	-	-	4,941,987
<b>Total Noncurrent Assets</b>	<u>585,388,531</u>	<u>-</u>	<u>2,625,468</u>	<u>588,013,999</u>
<b>TOTAL ASSETS</b>	<u>\$ 633,377,978</u>	<u>\$ 473,264</u>	<u>\$ 7,147,440</u>	<u>\$ 640,998,682</u>
<b>LIABILITIES</b>				
<b>Current Liabilities</b>				
Accounts payable and accrued liabilities	\$ 23,353,234	\$ 281,345	\$ 337,798	\$ 23,972,377
Deferred revenue	3,956,992	-	315,072	4,272,064
Current portion of long-term liabilities	3,730,641	-	24,000	3,754,641
<b>Total Current Liabilities</b>	<u>31,040,867</u>	<u>281,345</u>	<u>676,870</u>	<u>31,999,082</u>
<b>Noncurrent Liabilities</b>				
Supplemental early retirement plan liability	2,110,792	-	-	2,110,792
Other postemployment benefits liability	437,208	-	-	437,208
Capital leases	27,596	-	-	27,596
Compensated absences	1,432,169	-	224,548	1,656,717
Bonds payable	452,327,125	-	-	452,327,125
<b>Total Noncurrent Liabilities</b>	<u>456,334,890</u>	<u>-</u>	<u>224,548</u>	<u>456,559,438</u>
<b>TOTAL LIABILITIES</b>	<u>487,375,757</u>	<u>281,345</u>	<u>901,418</u>	<u>488,558,520</u>
<b>NET ASSETS</b>				
Invested in capital assets, net of related debt	109,447,687	-	4,440,468	113,888,155
<b>Restricted For</b>				
Capital projects	14,740,796	-	375,000	15,115,796
Other special services	8,143,448	191,919	1,943,865	10,279,232
Unrestricted	13,670,290	-	(513,311)	13,156,979
<b>TOTAL NET ASSETS</b>	<u>146,002,221</u>	<u>191,919</u>	<u>6,246,022</u>	<u>152,440,162</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 633,377,978</u>	<u>\$ 473,264</u>	<u>\$ 7,147,440</u>	<u>\$ 640,998,682</u>

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

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS**  
**FOR THE YEAR ENDED JUNE 30, 2009**

	GENERAL FUND	FINANCIAL AID	OTHER	TOTAL
<b>OPERATING REVENUES</b>				
Tuition and fees (gross)	\$ 10,047,313		\$ 279,498	\$ 10,326,811
Less: Scholarship discounts and allowances	4,118,430		-	4,118,430
Net tuition and fees	5,928,883		279,498	6,208,381
Grants and Contracts, Noncapital				
Federal	2,930,194	\$ 12,196,388	153,169	15,279,751
State	2,135,045	964,891	1,616,264	4,716,200
Local	1,426,300	-	1,213,686	2,639,986
Auxiliary enterprises sales	-	-	5,841,007	5,841,007
<b>TOTAL OPERATING REVENUES</b>	<b>12,420,422</b>	<b>13,161,279</b>	<b>9,103,624</b>	<b>34,685,325</b>
<b>OPERATING EXPENSES</b>				
Salaries	55,766,444	-	3,977,118	59,743,562
Employee benefits	17,157,637	-	1,232,409	18,390,046
Supplies, materials, and other operating expenses and services	7,109,527	-	8,322,035	15,431,562
Financial aid	1,212,227	13,172,240	236,438	14,620,905
Utilities	2,744,409	-	244,920	2,989,329
Depreciation	5,523,233	-	690,520	6,213,753
<b>TOTAL OPERATING EXPENSES</b>	<b>89,513,477</b>	<b>13,172,240</b>	<b>14,703,440</b>	<b>117,389,157</b>
<b>OPERATING INCOME (LOSS)</b>	<b>(77,093,055)</b>	<b>(10,961)</b>	<b>(5,599,816)</b>	<b>(82,703,832)</b>
<b>NONOPERATING REVENUES (EXPENSES)</b>				
State apportionments, noncapital	64,912,375	-	-	64,912,375
Local property taxes	35,958,949	-	-	35,958,949
State revenue - other	2,081,977	-	-	2,081,977
Interest and investment income	1,290,028	497	54,561	1,345,086
Other nonoperating revenue	101,207	425	2,950,395	3,052,027
<b>NET NONOPERATING REVENUES</b>	<b>104,344,536</b>	<b>922</b>	<b>3,004,956</b>	<b>107,350,414</b>
<b>INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS, AND LOSSES</b>	<b>27,251,481</b>	<b>(10,039)</b>	<b>(2,594,860)</b>	<b>24,646,582</b>
<b>OTHER REVENUES, EXPENSES, GAINS, AND LOSSES</b>				
Federal grants, capital	65,896	-	-	65,896
State apportionments, capital	944,887	-	-	944,887
Local revenue, capital	5,968,126	-	-	5,968,126
Gain on disposal of equipment	135,921	-	-	135,921
<b>TOTAL OTHER REVENUES, EXPENSES, GAINS, AND LOSSES</b>	<b>7,114,830</b>	<b>-</b>	<b>-</b>	<b>7,114,830</b>



**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET ASSETS**  
**(Continued)**

	<u>GENERAL FUND</u>	<u>FINANCIAL AID</u>	<u>OTHER</u>	<u>TOTAL</u>
<b>INCREASE (DECREASE) IN NET ASSETS BEFORE TRANSFERS</b>	\$ 34,366,311	\$ (10,039)	\$ (2,594,860)	\$ 31,761,412
Transfers in	-	-	1,807,741	1,807,741
Transfers out	(1,807,741)	-	-	(1,807,741)
<b>NET TRANSFERS</b>	<u>(1,807,741)</u>	<u>-</u>	<u>1,807,741</u>	<u>-</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	32,558,570	(10,039)	(787,119)	31,761,412
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>113,443,651</u>	<u>201,958</u>	<u>7,033,141</u>	<u>120,678,750</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 146,002,221</u>	<u>\$ 191,919</u>	<u>\$ 6,246,022</u>	<u>\$ 152,440,162</u>

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

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED JUNE 30, 2009**

	GENERAL FUND	FINANCIAL AID	OTHER	TOTAL
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Tuition and fees	\$ 5,346,487		\$ 279,498	\$ 5,625,985
Federal grants and contracts	2,379,212	\$ 12,196,388	147,206	14,722,806
State grants and contracts	2,931,268	1,001,728	1,914,254	5,847,250
Local grants and contracts	1,374,920	-	1,048,564	2,423,484
Sales	-		5,858,610	5,858,610
Payments to suppliers	(8,925,217)		(8,639,379)	(17,564,596)
Payments to/on behalf of employees	(70,089,823)		(5,193,679)	(75,283,502)
Payments to/on behalf of students	(1,212,227)	(13,172,240)	(236,438)	(14,620,905)
Interfund transfers	(1,677,479)	26,844	1,650,635	-
<b>Net Cash Provided By (Used In) Operating Activities</b>	<b>(69,872,859)</b>	<b>52,720</b>	<b>(3,170,729)</b>	<b>(72,990,868)</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>				
State apportionments	59,135,294			59,135,294
Property taxes	36,668,474			36,668,474
Grants and gifts for other than capital purposes	2,179,546	425	3,521,516	5,701,487
<b>Net Cash Provided By Noncapital Financing Activities</b>	<b>97,983,314</b>	<b>425</b>	<b>3,521,516</b>	<b>101,505,255</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>				
Proceeds from issuance of general obligation bonds	283,277,493			283,277,493
Principal payments on long-term debt	(2,373,390)			(2,373,390)
Proceeds from sale of land and equipment	990,564			990,564
Federal grants for capital purposes	165,000		37,500	202,500
Local revenue for capital purposes	812,343		-	812,343
Purchase and construction of capital assets	(54,854,415)		(16,022)	(54,870,437)
<b>Net Cash Provided By Capital and Related Financing Activities</b>	<b>228,017,595</b>	<b>-</b>	<b>21,478</b>	<b>228,039,073</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Maturities of certificates of deposit			56,154	56,154
Interest on investments	1,984,989	497	63,011	2,048,497
<b>Net Cash Provided By Investing Activities</b>	<b>1,984,989</b>	<b>497</b>	<b>119,165</b>	<b>2,104,651</b>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>				
	258,113,039	53,642	491,430	258,658,111
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<b>121,873,936</b>	<b>149,597</b>	<b>2,629,076</b>	<b>124,652,609</b>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b>\$ 379,986,975</b>	<b>\$ 203,239</b>	<b>\$ 3,120,506</b>	<b>\$ 383,310,720</b>

## STATEMENT OF CASH FLOWS (Continued)

	GENERAL FUND	FINANCIAL AID	OTHER	TOTAL
<b>RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>				
Operating income (loss)	\$ (77,093,055)	\$ (10,961)	\$ (5,599,816)	\$ (82,703,832)
Adjustments to Reconcile Operating Loss to Net Cash Provided By (Used In) Operating Activities				
Depreciation expense	5,523,233		690,520	6,213,753
Changes in Assets and Liabilities				
Receivables, net	(430,518)	(51,951)	160,381	(322,088)
Inventories			189,004	189,004
Prepaid expenses	(20,437)		8,186	(12,251)
Accounts payable and accrued liabilities	271,648	88,788	(270,676)	89,760
Deferred revenue	560,167		(14,811)	545,356
Compensated absences	(115,069)		15,848	(99,221)
Supplemental early retirement plan liability	2,671,443			2,671,443
Other postemployment benefits liability	437,208			437,208
Interfund transfers	(1,677,479)	26,844	1,650,635	-
<b>Net Cash Provided By (Used In) Operating Activities</b>	<u>\$ (69,872,859)</u>	<u>\$ 52,720</u>	<u>\$ (3,170,729)</u>	<u>\$ (72,990,868)</u>

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

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**STATEMENT OF OTHER POST-EMPLOYMENT BENEFIT PLAN NET ASSETS**  
JUNE 30, 2009

**ASSETS**

Investments	\$ 650,716
Accrued income	<u>624</u>

**TOTAL ASSETS**

651,340

**LIABILITIES**

Accounts payable and accrued liabilities	<u>745</u>
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**NET ASSETS HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS**

\$ 650,595

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

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
STATEMENT OF CHANGES IN OTHER POST-EMPLOYMENT BENEFIT PLAN NET ASSETS  
FOR THE YEAR ENDED JUNE 30, 2009**

**ADDITIONS**

Investment Income (Loss)	
Net depreciation in fair value of assets	\$ (148,399)
Interest and dividends	<u>34,102</u>
Investment Loss	<u>(114,297)</u>

**TOTAL ADDITIONS**

(114,297)

**DEDUCTIONS**

Administrative expense	<u>9,547</u>
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**TOTAL DEDUCTIONS**

9,547

**CHANGE IN NET ASSETS**

(123,844)

**NET ASSETS HELD IN TRUST FOR OTHER POST-EMPLOYMENT BENEFITS**

Beginning of the year	<u>774,439</u>
End of the year	<u>\$ 650,595</u>

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

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2009

1. **ORGANIZATION AND NATURE OF ACTIVITIES**

**Reporting Entity**

The San Bernardino Community College District (District) is a political subdivision of the State of California and provides educational services to the local residents of the surrounding area. The District, formed in 1926, operates two co-educational two-year community colleges, San Bernardino Valley College and Crafton Hills College, and a Professional Development Center. The colleges are tax supported and governed by a locally elected Board of Trustees acting through the administration of the District and the Presidents of the respective colleges. The school districts within the boundaries of the District include Bear Valley, Fontana, Redlands, Rialto, Rim of the World, and San Bernardino City Unified School Districts, and Colton and Yucaipa-Calimesa Joint Unified School Districts. The District is located in San Bernardino County, with the exception that portions of Colton Joint Unified School District and Yucaipa-Calimesa Joint Unified School District are located in Riverside County.

While the District is a political subdivision of the State, it is not a component unit of the State in accordance with the provisions of Governmental Accounting Standards Board (GASB) Statement No. 14. The District is classified as a State instrumentality under Internal Revenue Code Section 115, and is also classified as a charitable organization under Internal Revenue Code Section 501(c)(3), and is, therefore, exempt from federal income taxes.

Based upon the requirements of GASB Statement No. 14, and as amended by GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, certain organizations warrant inclusion as part of the financial reporting entity because of the nature and significance of their relationship with the District, including their ongoing financial support of the District or its other component units. In evaluating the District as a reporting entity, management has addressed all potential component units (traditionally separate reporting entities) for which the District may be financially accountable. A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

1. The economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the District, its component units, or its constituents.
2. The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
3. The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

## NOTES TO FINANCIAL STATEMENTS (Continued)

Additionally, the primary government is required to consider other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Based on the application of the criteria listed above, one potential component unit has been included in the District's reporting entity as a blended component unit and one potential component unit has been discretely presented.

KVCR Educational Foundation, Inc. is a 501(c)(3) nonprofit organization formed to meet the funding requirements of KVCR-TV/FM, a wholly-owned broadcasting affiliate of the District. KVCR Educational Foundation, Inc. has been included as a blended component unit. The Foundation also issues a stand-alone audited financial report, which can be obtained from the District or the Foundation.

The San Bernardino Community College District Public Entity Investment Trust (Trust) is a potential component unit and has been discretely presented. The Trust is an irrevocable governmental trust pursuant to Section 115 of the Internal Revenue Code for the purpose of funding certain post-employment benefits. The Trust Board of Authority, comprised of the Vice Chancellor, Fiscal Services; Vice Chancellor, Human Resources; Business manager; Director, Fiscal Services; and Director, Internal Audits, provide oversight over Trust investments and plan administration. As such, the District acts as the fiduciary of the Trust.

Based on the application of the criteria listed above, the following potential component units have been excluded from the District's reporting entity:

- The San Bernardino Valley College Foundation
- The Crafton Hills College Foundation
- Schools Alliance for Workers' Compensation Excess II Self-Funded Joint Powers Authority (SAWCX II)
- Schools Association For Excess Risk (SAFER)
- California Community College Financing Authority (CCCFA)
- San Bernardino Regional Emergency Training Center (SBRETC)
- Statewide Association of Community Colleges (SWACC)

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### A. Financial Statement Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB), including Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* and Statement No. 35, *Basic Financial Statements - and Management's Discussion and Analysis for Public Colleges and Universities*, issued in June and November 1999, as amended by Statements No. 37 and 38, and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

The financial statement presentation required by GASB Statements No. 34 and 35, as amended, provides a comprehensive, entity-wide perspective of the District's financial activities.

#### B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurements made, regardless of the measurement focus applied.

For financial reporting purposes, the District is considered a special-purpose government engaged only in business-type activities. Accordingly, the District's basic financial statements have been presented using the total economic resources measurement focus and the accrual basis of accounting. The District records revenues, gains, expenses, and losses when they occur regardless of the timing of the related cash flows. All significant intra-agency transactions have been eliminated.

The District applies all Financial Accounting Standards Board (FASB) statements and interpretations issued prior to November 30, 1989, until subsequently amended, superseded, or rescinded, unless the FASB pronouncements conflict with GASB pronouncements. The District has elected not to apply FASB statements and interpretations issued after that date.

For internal accounting purposes, the budgetary and financial accounts of the District have been recorded and maintained in accordance with the Chancellor's Office of the California Community College's *Budget and Accounting Manual*. To ensure compliance with the California Education Code, the financial resources of the District are divided into separate funds for which separate accounts are maintained for recording cash, other resources, and all related liabilities, obligations, and equities.



## NOTES TO FINANCIAL STATEMENTS (Continued)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### C. Cash and Cash Equivalents

The District considers all highly liquid investments with an initial maturity of three months or less, from the date of acquisition, to be cash equivalents. Funds invested in the County treasurer's investment pool are considered cash equivalents. Cash in the County treasury is recorded at cost, which approximates fair value.

#### D. Accounts Receivable

Accounts receivable consist primarily of amounts due from the federal government, State and local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Accounts receivable also include amounts due from tuition and fee charges to students and auxiliary services provided to students, faculty, and staff, the majority of each residing in the State of California. The District provides an allowance for uncollectible accounts as an estimation of amounts that may not be received. This allowance is based on management's estimates and analysis. Accounts receivable are recorded net of estimated uncollectible amounts. The allowance as of June 30, 2009 was approximately \$1,000,000.

#### E. Investments

Investments in certificates of deposit are recorded at cost. Investments in marketable securities are carried at fair value in the statement of other post-employment benefit plan net assets. Unrealized gains and losses are included in the change in other post-employment benefit plan net assets in the accompanying statement of revenues, expenses, and changes in plan net assets.

#### F. Inventories

Bookstore inventories are valued at the lower of cost or market using the weighted-average-cost method. Cafeteria inventories are valued at cost using the first-in, first-out method.

#### G. Prepaid Expenses

Payments made to vendors for goods and services that will benefit periods beyond June 30, 2009 are recorded as prepaid items using the consumption method. A current asset for the prepaid amount is recorded at the time of the purchase and an expenditure/expense is reported in the year in which goods or services are consumed.

#### H. Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents are those amounts externally restricted as to use pursuant to the requirements of the District's grants, contracts, and debt service requirements. Cash that is externally restricted for obligations such as debt service payments, sinking or reserve fund, or to purchase or construct capital or other noncurrent assets, is classified as a noncurrent asset in the statement of net assets.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### J. Capital Assets

Capital assets are recorded at cost at the date of acquisition. Donated capital assets are recorded at their estimated fair value at the date of donation. Assets acquired prior to July 1, 2000 are recorded at their estimated cost based on an inventory and valuation performed by a valuation consultant.

The District's capitalization policy for equipment includes all items with a unit cost of \$5,000 or more and an estimated useful life of greater than one year. Buildings as well as renovations to buildings, infrastructure, and land improvements, with a unit cost of \$50,000 or more that significantly increase the value or extend the useful life of the structure, are capitalized. Routine repairs and maintenance are recorded as an operating expense in the year in which the expense is incurred.

Depreciation of capitalized assets is computed using the straight-line method over the estimated useful lives of the assets, generally 50 years for buildings, 15 years for portable buildings, 10 years for land improvements, 8 years for equipment and vehicles, and 3 years for technology equipment.

#### K. Deferred Charges

Deferred charges consisted of bond issuance costs that are amortized over the life of the related bonds using the effective interest rate method.

#### L. Accounts Payable and Accrued Liabilities

Accounts payable consisted of amounts due vendors for goods and services received as of June 30, 2009. Accrued liabilities included salaries and benefits payable to current and retired employees of \$2,127,416.

#### M. Deferred Revenue

Deferred revenue arises when student fees are received in advance of the term for which they are charged or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when the District has a legal claim to the resources, the liability for deferred revenue is removed from the balance sheet and revenue is recognized.

Deferred revenue includes amounts received for student fees prior to the end of the fiscal year but related to the subsequent accounting period and cash received for special projects and programs to be recognized when qualifying expenses have been incurred and conditions are met.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### N. **Compensated Absences**

Compensated absence costs are accrued when earned by employees. Compensated absences include accumulated unpaid employee vacation benefits, compensatory time off, and load banking.

Load banking was available to certified employees under a program in which extra courses taught in one period could be exchanged for equivalent paid leave in a subsequent semester or academic year. This program was discontinued during the year ended June 30, 2000.

Accumulated employee sick leave benefits are not recognized as liabilities of the District. The District's policy is to record sick leave as an operating expense in the period taken since such benefits do not vest nor is payment probable; however, unused sick leave is added to the creditable service period for calculation of retirement benefits for eligible employees when they retire.

#### O. **Deferred Loss on Refunding, Premiums, and Discounts**

Bond premiums and discounts, as well as accounting losses on defeasance, are deferred and amortized over the life of the bonds using the effective interest rate method.

#### P. **Net Assets**

Invested in capital assets, net of related debt represents the District's total investment in capital assets, net of outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included as a component of invested in capital assets, net of related debt.

Restricted net assets include resources that the District is legally or contractually obligated to spend in accordance with restrictions imposed by external third parties. All of the District's restricted net assets are expendable.

Unrestricted net assets represent resources derived from student tuition and fees, State apportionments, and sales and services of educational departments and auxiliary enterprises. These resources are available to be used for transactions relating to the general operation of the District and may be used at the discretion of the governing board to meet current expenses for any purpose.

#### Q. **State Apportionments**

Certain current-year apportionments from the State are based on various financial and statistical information of the previous year. Any prior-year corrections due to recalculation are recorded in the year computed by the State.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### R. Property Taxes

Secured property taxes attach as an enforceable lien on property as of March 1. Taxes are payable in two installments on November 15 and March 15. Unsecured property taxes are payable in one installment on or before August 31. The County of San Bernardino bills and collects the taxes for the District. Tax revenues are recognized by the District in the same manner in which the County Auditor records and reports actual property tax to the County Superintendent of Schools.

#### S. Classification of Revenues

The District has classified its revenues as either operating or nonoperating revenues. Certain significant revenue streams relied on for operations are recorded as nonoperating revenues.

Operating revenues include activities that have the characteristics of exchange transactions, such as student fees, net of scholarship discounts and allowances, sales and services of auxiliary enterprises, and most federal, State, and local grants and contracts that are not for acquisition or construction of capital assets.

Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as local property taxes and gifts and contributions, and other revenue sources that are defined as nonoperating revenues by GASB Statement No. 34, such as State apportionments and investment income.

#### T. On-Behalf Payments

GASB Statement No. 24 requires that direct on-behalf payments for fringe benefits and salaries made by one entity to a third-party recipient for the employees of another, legally separate, entity be recognized as revenue and expenditures by the employer government. The State of California makes direct on-behalf payments for retirement benefits to the State Teachers Retirement System on behalf of all community college and school districts in California. However, a fiscal advisory was issued by the California Department of Education instructing districts not to record revenue and expenditures for these on-behalf payments.

#### U. Scholarship Discounts and Allowances

Student tuition and fee revenues are reported net of scholarship discounts and allowances in the statement of revenues, expenses, and changes in net assets. Scholarship discounts and allowances represent the difference between the stated charges for goods and services provided by the District and the amount that is paid by students and/or third parties making payments on the students' behalf. Certain governmental grants, such as Pell grants, and other federal, State, or nongovernmental programs, are recorded as operating revenues in the District's financial statements. To the extent that revenues from such programs are used to satisfy tuition and fees and other student charges, the District has recorded a scholarship discount and allowance.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### V. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### 3. DEPOSITS AND INVESTMENTS

#### A. Deposits

Cash and cash equivalents at June 30, 2009 consisted of the following:

	<u>AMOUNT</u>
Cash in County Treasury	\$ 241,121,493
Cash on hand and in banks	<u>142,189,227</u>
<b>TOTAL CASH AND CASH EQUIVALENTS</b>	<b><u>\$ 383,310,720</u></b>
Cash and cash equivalents	\$ 29,714,146
Restricted cash and cash equivalents	<u>353,596,574</u>
<b>TOTAL CASH AND CASH EQUIVALENTS</b>	<b><u>\$ 383,310,720</u></b>

As provided for by the Education Code Section 41001, a significant portion of the District's cash is deposited with the County Treasurer for the purpose of increasing interest earnings through County investment activities. These pooled funds are carried at cost which approximates fair value. The fair market value of the District's deposits in this pool as of June 30, 2009, as provided by the pool sponsor, was \$243,090,973. Interest earned on such pooled cash balances is distributed to the participating funds based on each fund's average cash balance during the distribution period. Any investment losses are proportionately shared by all funds in the pool.

An investors committee reviews and monitors the County Treasurer's investments. The District is represented by the County Superintendent of Schools.

**NOTES TO FINANCIAL STATEMENTS (Continued)**

**3. DEPOSITS AND INVESTMENTS (Continued)**

**A. Deposits (Continued)**

The *California Government Code* requires California banks and savings and loan associations to secure the District's deposits by pledging government securities as collateral. The market value of pledged securities must equal 110 percent of an agency's deposits. California law also allows financial institutions to secure an agency's deposits by pledging first trust deed mortgage notes having a value of 150 percent of an agency's total deposits. There was no uninsured or non-collateralized cash balance held by financial institutions as of June 30, 2009.

**B. Investments**

Investments of \$375,000 held by the District's enterprise funds at June 30, 2009 consisted of certificates of deposit.

Investments held by the Post-employment Benefit Obligation Trust as of June 30, 2009 consisted of mutual funds with a fair value of \$650,716.

**4. ACCOUNTS RECEIVABLE**

The accounts receivable balance as of June 30, 2009 consisted of the following:

	<u>AMOUNT</u>
Grants and Contracts	
Federal	\$ 1,117,034
State	12,147,203
Local	7,671,304
Financial aid, interest, and other	<u>1,091,037</u>
<b>TOTAL</b>	<u><u>\$ 22,026,578</u></u>

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 5. CAPITAL ASSETS

The following provides a summary of changes in capital assets for the year ended June 30, 2009:

	<u>BALANCE</u> <u>JULY 1, 2008</u>	<u>ADDITIONS</u>	<u>RETIREMENTS</u>	<u>BALANCE</u> <u>JUNE 30, 2009</u>
<b>CAPITAL ASSETS</b>				
Land	\$ 3,084,176			\$ 3,084,176
Site improvements	23,020,817	\$ 1,960,593		24,981,410
Buildings and improvements	142,974,683	16,566,057		159,540,740
Equipment	16,520,323	475,080	\$ 63,315	16,932,088
Construction in Progress				
Beginning/additions	23,734,417	54,909,812		
Placed in service/ ending		(9,430,301)		69,213,928
<b>Total Cost</b>	<u>209,334,416</u>	<u>\$ 64,481,241</u>	<u>\$ 63,315</u>	<u>273,752,342</u>
<b>ACCUMULATED DEPRECIATION</b>				
Site improvements	7,905,030	\$ 1,752,481		9,657,511
Buildings and improvements	20,657,924	3,006,568		23,664,492
Equipment	9,563,511	1,454,705	\$ 63,315	10,954,901
<b>Total Accumulated Depreciation</b>	<u>38,126,465</u>	<u>\$ 6,213,754</u>	<u>\$ 63,315</u>	<u>44,276,904</u>
<b>CAPITAL ASSETS, NET</b>	<u>\$ 171,207,951</u>			<u>\$ 229,475,438</u>

### 6. LONG-TERM LIABILITIES

A schedule of changes in long-term liabilities for the year ended June 30, 2009 is shown below:

	<u>BALANCE</u> <u>JULY 1, 2008</u>	<u>ADDITIONS</u>	<u>REDUCTIONS</u>	<u>BALANCE</u> <u>JUNE 30, 2009</u>	<u>CURRENT</u> <u>PORTION</u>
SERP liability	\$ 190,738	\$ 3,340,401	\$ 668,958	\$ 2,862,181	\$ 751,389
Capital leases	120,423		43,390	77,033	49,438
OPEB liability		687,455	250,247	437,208	
Compensated absences	2,109,753		99,221	2,010,532	353,814
Bonds payable	169,494,152	287,762,973	2,330,000	454,927,125	2,600,000
<b>TOTALS</b>	<u>\$ 171,915,066</u>	<u>\$ 291,790,829</u>	<u>\$ 3,391,816</u>	<u>\$ 460,314,079</u>	<u>\$ 3,754,641</u>

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 6. LONG-TERM LIABILITIES (Continued)

#### A. Supplemental Retirement Plans

In June 2003, San Bernardino Community College District offered a Supplemental Early Retirement Plan. This Plan allowed qualified individuals to retire at age 55. The Plan offered monetary incentives and health insurance benefits. The monetary incentives were paid in 5 equal yearly installments of \$487,957. The medical benefits are based on actual costs with a maximum of \$7,500 per year until the qualified individual reaches age 65. The District approved a one-time augmentation of \$1,800, for a total maximum benefit of \$9,300 for fiscal year 2008.

During the year ended June 30, 2009, San Bernardino Community College District offered two Supplemental Early Retirement Plans. The Plans allowed qualified individuals to retire at age 55. The Plans offered monetary incentives and health insurance benefits. The monetary incentives will be funded through 5 equal yearly installments of \$606,232. The medical benefits are based on actual costs with a maximum of \$7,500 per year until the qualified individual reaches age 65.

The present values of the future minimum payments are as follows:

YEARS ENDING <u>JUNE 30,</u>	<u>AMOUNT</u>
2010	\$ 751,389
2011	698,795
2012	661,087
2013	631,451
2014	42,843
2015	26,931
2016	26,451
2017	20,025
2018	<u>3,209</u>
<b>TOTAL</b>	<b><u><u>\$ 2,862,181</u></u></b>

#### B. Leases

##### Capital Leases

The District leases equipment valued at \$233,948 through agreements that provide for title to pass upon expiration of the lease period. The assets and liabilities under capital leases are recorded at the lower of the present value of the minimum lease payments or the fair value of the asset. The assets are amortized over their estimated productive lives. Accumulated amortization at June 30, 2009 amounted to \$145,479. Amortization of assets under capital leases is included in depreciation expense for fiscal year 2009. The District pays monthly for service charges and may have contingent rentals for excess usage associated with these leases.



## NOTES TO FINANCIAL STATEMENTS (Continued)

### 6. LONG-TERM LIABILITIES (Continued)

#### B. Leases (Continued)

##### Capital Leases (Continued)

Future minimum lease payments are as follows:

YEARS ENDING JUNE 30,	LEASE PAYMENTS
2010	\$ 55,122
2011	<u>28,248</u>
	83,370
Less: Amount representing interest	<u>6,337</u>
<b>PRESENT VALUE OF NET MINIMUM LEASE PAYMENTS</b>	<b><u>\$ 77,033</u></b>

##### Operating Leases

The District leases unimproved land on Box Springs Mountain for KVCR's broadcasting equipment. The lease term expires on October 31, 2032. The lease agreement calls for monthly payments of \$1,300, adjusted annually for changes in the Consumer Price Index. As of June 30, 2009, the monthly payment amount was \$1,348. Rental expense under this operating lease totaled \$15,984 for the year ended June 30, 2009.

The District leases land in Palm Springs for additional broadcasting equipment. The agreement is a five-year lease expiring in 2011. The lease calls for initial quarterly payments of \$2,500, increasing 5% annually. Rental expense under this operating lease totaled \$12,485 for the year ended June 30, 2009.

The District leases a transmission tower on Blue Mountain for KVCR's broadcasts. The lease term renewed on January 1, 2009 and ends on December 31, 2010 with a yearly renewal option for four years. The lease calls for monthly payments in the amount of \$1,380, which increase annually on the commencement date by 4%. Rental expense under this operating lease totaled \$13,543 for the year ended June 30, 2009.

The District entered into a contract to lease television broadcast air time on PSTV in the Palm Springs area beginning on September 1, 2008. The lease calls for monthly payments in the amount of \$3,000. Rental expense under this operating lease totaled \$30,000 for the year ended June 30, 2009.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 6. LONG-TERM LIABILITIES (Continued)

#### B. Leases (Continued)

##### Operating Leases (Continued)

The District leases copy machines. The agreements are five-year leases expiring in 2009 and 2010. Rental expenses under these operating leases totaled \$52,005 for the year ended June 30, 2009. The District pays \$2,667 per quarter for service charges and may have contingent rentals for excess usage associated with these leases.

The District entered into a leasing agreement for the installation, leasing, and removal of 17 modular classrooms and restrooms. Rental expenses under this operating lease totaled \$280,699 for the year ended June 30, 2009. Remaining lease payments on the contract amount to \$166,620.

The District entered into a contract to lease offsite computer storage. Monthly lease payments of \$11,979 are due through July 31, 2012. Lease expenses under this operating lease totaled \$32,378 for the year ended June 30, 2009.

Future minimum rental payments under the operating leases are as follows:

YEARS ENDING JUNE 30,	AMOUNT
2010	\$ 399,989
2011	220,550
2012	82,783
2013	71,549
2014	25,193
Thereafter	<u>296,944</u>
<b>TOTAL</b>	<b><u>\$ 1,097,008</u></b>

#### C. Bonds Payable

On November 5, 2002, voters within the boundaries of the District authorized the issuance and sale of general obligation bonds totaling \$190,000,000. In May 2003, \$50,000,000 of general obligation bonds were sold (Series A), and in February 2004, an additional \$20,000,000 of general obligation bonds were sold (Series B). In September 2006, \$100,000,000 of general obligation bonds were sold (Series C). On June 18, 2009, \$4,999,797 (Series D) and \$15,000,000 (Series E) general obligation bonds were sold. Proceeds from the sale of the bonds have been or will be used to finance the acquisition, construction, reconstruction, and modernization of certain property and District facilities.

**NOTES TO FINANCIAL STATEMENTS (Continued)**

**6. LONG-TERM LIABILITIES (Continued)**

**C. Bonds Payable (Continued)**

On April 7, 2005, the District issued \$56,562,550 in general obligation bonds to advance refund \$52,690,000 of outstanding 2002 Series A and B bonds. The net proceeds of \$55,892,560 were used to purchase U.S. government securities. These securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the 2002 Series A and B bonds maturing on or after August 1, 2014 and 2015, respectively. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the District's statements. At June 30, 2009, \$52,690,000 of bonds outstanding are considered defeased.

On February 5, 2008, voters within the boundaries of the District authorized the issuance and sale of general obligation bonds totaling \$500,000,000. As of June 30, 2008, no bonds had been sold from this measure. On December 30, 2008, \$140,000,000 of general obligation bonds were sold (Series A). On June 18, 2009, \$73,102,389 (Series B) and \$45,210,000 (Series C) general obligation bonds were sold.

The outstanding bonded debt for the San Bernardino Community College District was as follows:

DATE OF ISSUE	INTEREST RATE%	MATURITY DATE	AMOUNT		ISSUED	REDEEMED	OUTSTANDING 6/30/2009
			OF ORIGINAL ISSUE	OUTSTANDING 7/1/2008	CURRENT YEAR	CURRENT YEAR	
5/01/2003	2.0-5.0%	8/1/2027	\$ 50,000,000	\$ 4,955,000		\$ 580,000	\$ 4,375,000
2/12/2004	2.25-5.25%	8/1/2028	20,000,000	1,765,000		130,000	1,635,000
4/07/2005	3.0-5.0%	8/1/2021	54,430,000	51,685,000		1,620,000	50,065,000
4/07/2005	12.0%*	8/1/2023	2,132,550	2,132,550		-	2,132,550
9/13/2006	4.25-5.0%	8/1/2031	100,000,000	100,000,000		-	100,000,000
12/30/2008	3.75-6.5%	8/1/2033	140,000,000		\$ 140,000,000	-	140,000,000
6/18/2009	6.02-10.0%	8/1/2033	4,999,797		4,999,797		4,999,797
6/18/2009	7.63%	8/1/2033	15,000,000		15,000,000		15,000,000
6/18/2009	11.5%	8/1/2030	6,590,755		6,590,755		6,590,755
6/18/2009	6.78%	8/1/2038	19,638,174		19,638,174		19,638,174
6/18/2009	7.00%	8/1/2044	17,653,457		17,653,457		17,653,457
6/18/2009	7.19%	8/1/2048	12,585,722		12,585,722		12,585,722
6/18/2009	6.375-6.42%	8/1/2034	16,634,282		16,634,282		16,634,282
6/18/2009	7.43%	8/1/2039	31,210,000		31,210,000		31,210,000
6/18/2009	7.63%	8/1/2044	14,000,000		14,000,000		14,000,000
<b>TOTALS</b>			<u>\$ 504,874,737</u>	<u>\$ 160,537,550</u>	<u>\$ 278,312,187</u>	<u>\$ 2,330,000</u>	<u>\$436,519,737</u>

\*Effective interest rate - 5.07%-5.14%

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 6. LONG-TERM LIABILITIES (Continued)

#### C. Bonds Payable (Continued)

The annual requirements to amortize all bonds payable, outstanding as of June 30, 2009, are as follows:

YEARS ENDING JUNE 30,	PRINCIPAL	INTEREST	TOTAL
2010	\$ 2,600,000	\$ 19,758,409	\$ 22,358,409
2011	2,900,000	20,647,233	23,547,233
2012	3,424,085	20,599,329	24,023,414
2013	4,055,926	20,614,963	24,670,889
2014	4,757,736	20,601,544	25,359,280
2015-2019	32,610,003	101,445,435	134,055,438
2020-2024	42,561,868	113,383,150	155,945,018
2025-2029	98,031,748	86,352,880	184,384,628
2030-2034	139,781,635	82,117,164	221,898,799
2035-2039	30,347,558	123,313,118	153,660,676
2040-2044	46,547,233	135,938,012	182,485,245
2045-2049	28,901,945	191,109,132	220,011,077
<b>TOTALS</b>	<b><u>\$ 436,519,737</u></b>	<b><u>\$ 935,880,369</u></b>	<b><u>\$ 1,372,400,106</u></b>

Total liability for bonds payable includes \$18,407,388, consisting of the unamortized portions of the premiums from bond issuances less the accounting loss from advance refunding of bonds.

Bond interest of \$12,098,639 net of interest income on invested bond proceeds amounting to \$2,290,075 was capitalized during the year ended June 30, 2009.

### 7. POST-EMPLOYMENT BENEFITS

#### (1) Plan Description

The District administers a single-employer defined benefit healthcare plan, which provides medical insurance benefits to eligible retirees in accordance with various labor agreements. The District reports the financial activity of the plan as a trust fund, and no separate financial report is prepared.

**NOTES TO FINANCIAL STATEMENTS (Continued)**

**7. POST-EMPLOYMENT BENEFITS (Continued)**

(1) Plan Description (Continued)

Faculty, classified, and management employees qualify at age 60 with 10 years of service. Classified employees qualify at age 55 with 20 years of service. Board members qualify for 5 years of benefits, but not beyond age 65, with 12 years of service. Eligible employees retiring from the District may become eligible for these benefits when the requirements are met. Membership of the plan consisted of the following at August 1, 2006, the date of the latest actuarial valuation:

	<u>AMOUNT</u>
Retirees receiving benefits	50
Active plan members	<u>613</u>
<b>TOTAL</b>	<u><u>663</u></u>

(2) Funding Policy

The District's annual contribution to retiree benefits is currently capped at \$8,700 per eligible retiree; retired employees are required to pay costs that exceed this cap.

The District established an irrevocable trust to fund the actuarial accrued liability during the year ended June 30, 2008 and contributed \$800,000 to the plan trust. The District has continued to pay the current premiums for post-employment health benefits through the general fund which was \$250,247 for the year ended June 30, 2009. No contributions were made to the trust and no benefits were paid from the trust during the year ended June 30, 2009.

**NOTES TO FINANCIAL STATEMENTS (Continued)**

**7. POST-EMPLOYMENT BENEFITS (Continued)**

**(3) Annual OPEB Cost and Net OPEB Obligation**

The District's annual other post-employment benefit (OPEB) cost is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the District's net OPEB obligation:

	<u>AMOUNT</u>
Annual required contribution	\$ 687,455
Interest on net OPEB obligation	-
Adjustments to annual required contribution	<u>-</u>
Annual OPEB cost (expense)	687,455
Contributions made	<u>(250,247)</u>
Increase in net OPEB obligation	437,208
Net OPEB obligation, beginning of year	<u>-</u>
Net OPEB obligation, end of year	<u>\$ 437,208</u>

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2009 and the two preceding years were as follows:

<u>FISCAL</u> <u>YEAR</u> <u>ENDED</u>	<u>ANNUAL</u> <u>OPEB</u> <u>COST</u>	<u>PERCENTAGE OF</u> <u>ANNUAL OPEB</u> <u>COST CONTRIBUTED</u>	<u>NET</u> <u>OPEB</u> <u>OBLIGATION</u>
6/30/2007	N/A	N/A	N/A
6/30/2008	N/A	N/A	N/A
6/30/2009	\$ 687,455	36.4%	\$ 437,208

**(4) Funded Status and Funding Progress**

As of August 1, 2006, the most recent actuarial valuation date, the plan was unfunded. The actuarial accrued liability for benefits was \$5,110,498. The covered payroll (annual payroll of active employees covered by the plan) was \$33,678,675, and the ratio of the UAAL to the covered payroll was 15.17 percent. A contribution of \$800,000 was made during the year ended June 30, 2008.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 7. POST-EMPLOYMENT BENEFITS (Continued)

#### (4) Funded Status and Funding Progress (Continued)

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

#### (5) Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and the plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the August 1, 2006 actuarial valuation, the entry age normal actuarial cost method was used. The actuarial assumptions included a 5% investment rate of return, a projected 3% increase in salaries, and a 4% annual healthcare cost trend rate. An annual inflation rate of 3% per year was used. The UAAL is being amortized as a level percentage of projected payroll over a period of 30 years.

### 8. PENSION PLANS

#### A. Public Employees' Retirement System

##### (1) Plan Description

The District contributes to the School Employer Pool under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined-benefit pension plan administered by CalPERS. The Plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to Plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS annual financial report may be obtained from the CalPERS Regional Office, 400 "Q" Street, Room 1820, Lincoln Plaza East, Sacramento, California 95811.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 8. PENSION PLANS (Continued)

#### A. Public Employees' Retirement System (Continued)

##### (2)Funding Policy

Active Plan members are required to contribute 7.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2008-2009 was 9.428% of annual payroll. The contribution requirements of the Plan members are established by State statute. The District's contributions to CalPERS for the years ended June 30, 2009, 2008, and 2007 were \$2,017,044, \$1,891,624, and \$1,609,219, respectively, and equal 100% of the required contributions for each year.

#### B. State Teachers' Retirement System

##### (1)Plan Description

The District contributes to the California State Teachers' Retirement System (STRS), a cost-sharing multiple-employer defined benefit pension plan administered by STRS. The Plan provides retirement, disability, and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from STRS, 7919 Folsom Blvd., Sacramento, California 95826.

##### (2)Funding Policy

Active Plan members are required to contribute 8.0% of their annual salary, and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2008-2009 was 8.25% of annual payroll. The contribution requirements of the Plan members are established by State statute. The District's contributions to STRS for the years ended June 30, 2009, 2008, and 2007 were \$2,644,828, \$2,557,994, and \$2,449,707, respectively, and equal 100% of the required contributions for each year.

#### C. Accumulation Program for Part-Time and Limited-Service Employees Plan

##### (1)Plan Description

The District contributes to the Accumulation Program for Part-Time and Limited-Service Employees Plan (APPLE). All employees who do not participate in another retirement plan provided by the District are eligible to participate in the APPLE Plan, a multi-employer defined-contribution retirement program.



## NOTES TO FINANCIAL STATEMENTS (Continued)

### 8. PENSION PLANS (Continued)

#### C. Accumulation Program for Part-Time and Limited-Service Employees Plan (Continued)

##### (1) Plan Description (Continued)

The District's payroll for employees covered by APPLE for the years ended June 30, 2009, 2008, and 2007 was \$4,006,935, \$4,588,694, and \$3,870,951, respectively. Total payroll for all employees for the years ended June 30, 2009, 2008, and 2007 was \$59,986,294, \$57,695,234, and \$52,889,613, respectively.

Participants become 100% vested in the Employer Contribution Account at normal retirement age, total disability, or death. Participants are 100% vested in the Employee Contribution Account at all times.

##### (2) Contribution Requirements and Contributions Made

The District is required under the Adoption Agreement to contribute 1.3% of each participant's gross wages. Participants are required to contribute 6.2% of their gross wages.

Total contributions for the years ended June 30, 2009, 2008, and 2007 were \$248,430, \$284,499, and \$290,322, respectively. The District contributed \$52,090 and employees contributed \$196,340 for the year ended June 30, 2009.

### 9. KVCR

The District operates a radio and television station and receives annual grants from the Corporation for Public Broadcasting (CPB). The CPB funded programs are audited under CPB guidelines, the report of which is presented separately in full.

### 10. COMMITMENTS AND CONTINGENCIES

The District is exposed to various risks of loss related to: torts; theft of, damage to, and destruction of assets; injuries to students, campus visitors, or employees; errors and omissions; natural disasters; medical and dental claims of District employees; and employment-related liabilities. The District has Internal Service Funds to account for and finance its uninsured risks of loss.

#### A. Liability for Open Claims

##### (1) Workers' Compensation

The District maintains a self-insurance plan for workers' compensation benefits as authorized by Section 81602 of the California Education Code. Claims are paid by a third-party administrator acting on behalf of the District under the terms of a contractual agreement. The contract is renewable every three years and administrative fees are included within the provisions of that agreement. Coverage for workers' compensation claims is provided by a tiered system. The Workers' Compensation Fund provides coverage for up to a maximum of \$500,000 per occurrence. In addition, the District participates in a Joint Powers Arrangement with the Schools Alliance for Workers' Compensation Excess II (SAWCX II) that provides coverage for claims exceeding \$500,000 with a limit of \$25,000,000 per occurrence.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 10. COMMITMENTS AND CONTINGENCIES (Continued)

#### A. Liability for Open Claims (Continued)

##### (1) Workers' Compensation (Continued)

The recorded liability for the workers' compensation benefits as of June 30, 2009, \$2,099,580, includes an estimate of incurred but not reported claims. This liability is reported in accrued liabilities at June 30, 2009, based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information available prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

##### (2) Self-Insurance - Liability and Property

The District also maintains a property and liability self-insurance plan. The Plan is authorized by Section 81602 of the California Education Code. Coverage for liability and property claims is provided by a tiered system. The Self-Insurance - Liability and Property Fund provides coverage for up to a maximum of \$50,000 per occurrence for liability claims and \$5,000 per occurrence for property claims. The District purchases additional insurance from Joint Powers Arrangements for claims in excess of coverage provided by the fund. The Statewide Association of Community Colleges (SWACC) in conjunction with Schools Association For Excess Risk (SAFER) provide coverage for claims exceeding the District's retention with a limit of \$25,000,000 per occurrence for liability and \$250,000,000 per occurrence for property. Settled claims have not exceeded this insurance in any of the past three fiscal years.

Because actual claim liabilities depend on such complex factors as inflation, changes in legal doctrines, and damage awards, the process used in computing claim liability does not necessarily result in an exact amount. Claim liabilities are reevaluated periodically to take into consideration recently settled claims, the frequency of claims, and other economic and social factors.

The estimated liability for open claims and estimated incurred, but not reported claims, as of June 30, 2009 and 2008 for workers' compensation was \$2,099,580. Claims paid during the year amounted to \$980,294. No liability and property claims were paid during the year ended June 30, 2009, and no liability was recorded for open claims.

#### B. State and Federal Allowances, Awards, and Grants

The District has received State and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, management believes that any required reimbursements would not be material to the District.

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 10. COMMITMENTS AND CONTINGENCIES (Continued)

#### C. Lawsuits in the Normal Course of Business

The District is presently involved in certain matters of litigation that have arisen in the normal course of conducting business. District management believes, based on consultation with the District attorneys, that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the District. Additionally, District management believes that the District's insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

#### D. Construction Commitments

The District had several outstanding or planned construction projects as of June 30, 2009. These projects are evidenced by contractual commitments with contractors; outstanding commitments as of June 30, 2009 were as follows:

	<u>COSTS AS OF</u> <u>JUNE 30, 2009</u>	<u>ESTIMATED COSTS</u> <u>TO COMPLETE</u>
CHC LRC Building	\$ 15,000,893	\$ 22,341,000
SBVC Physical Sciences Building	11,107,669	31,534,000
SBVC North Hall Building	10,645,258	17,673,000
CHC Community Recreation Facility	5,293,502	7,289,000
SBVC Media and Communications Building	6,512,342	8,753,000
CHC Peninsula Development and Access Road I3	10,013,394	4,530,000
CHC Utility Corridor I2	5,134,504	1,769,000
CHC DSA Accessibility Components I4	2,858,214	2,377,000
CHC Athletics and CRF Site Preparation I5	2,037,893	1,926,000
SBVC Wireless Project	259,438	14,000
SBVC Server Co-location Project (onsite)	197,735	42,907
SBVC Server Co-location Project (offsite)	<u>153,086</u>	<u>33,218</u>
<b>TOTALS</b>	<u><u>\$ 69,213,928</u></u>	<u><u>\$ 98,282,125</u></u>

## NOTES TO FINANCIAL STATEMENTS (Continued)

### 11. JOINT POWERS ARRANGEMENTS

The District is a member of several joint powers authorities. The relationship between the District and the joint powers authorities is such that they are not considered component units of the District for financial reporting purposes. The following is a summary of these arrangements:

#### A. **Schools Association For Excess Risk (SAFER)**

SAFER'S excess property and liability insurance program was established in 2002 to meet the needs of California K-12 schools and community college districts. The program provides their members with comprehensive coverages and competitive rates. SAFER's membership consists of one individual member district and three joint powers authority members, which represent 547 school and college districts. A board comprised of two representatives from each member with an average daily attendance (ADA) of over 100,000 or one representative for ADAs with less than 100,000 governs SAFER. Each member is allowed votes based on a weighted system based on Average Daily Attendance.

#### B. **Statewide Association of Community Colleges (SWACC)**

SWACC arranges for and provides the broadest possible property and liability protection available to school districts. SWACC's membership consists of 44 Community College Districts and two joint powers authority members, which represent 20 districts. A board comprised of one representative from each member governs SWACC. Each member is allowed votes based on a weighted system based on Average Daily Attendance. The board controls the operations of SWACC and elects officers from its members.

#### C. **Schools Alliance for Workers' Compensation Excess II Self-Funded Joint Powers Authority (SAWCX II)**

SAWCX II arranges for and provides services necessary for members to establish, operate, and maintain a joint program of workers' compensation protection. SAWCX II membership consists of various educational districts and joint powers authorities statewide. A board comprised of one representative from each member governs SAWCX II.

#### D. **California Community College Financing Authority (CCCFA)**

CCCFA provides short-term financing for members. A board of 16 elected voting members, elected alternates, and two ex-officio members governs CCCFA. Membership consists of Community College Districts throughout California. A board comprised of one representative from each member governs CCCFA.

#### E. **San Bernardino Regional Emergency Training Center (SBRETC)**

SBRETC was formed to establish a live-fire aircraft, rescue, and fire-fighting training facility in southern California. Membership consists of San Bernardino County Consolidated Fire District, City of San Bernardino, and San Bernardino Community College District. The governing board is comprised of representatives from each member agency.

**NOTES TO FINANCIAL STATEMENTS (Continued)**

**11. JOINT POWERS ARRANGEMENTS (Continued)**

**Condensed Financial Information**

	SAFER (Audited) 6-30-2008	SWACC (Audited) 6-30-2009	SAWCX II (Draft of Audit) 6-30-2009	SBRETC (Unaudited) 6-30-2009
Assets	\$ 8,918	\$ 43,932,016	\$ 24,767,123	\$ 585,096
Liabilities	4,661	17,901,413	19,698,147	
<b>NET ASSETS</b>	<u>\$ 4,257</u>	<u>\$ 26,030,603</u>	<u>\$ 5,068,976</u>	<u>\$ 585,096</u>
Revenue	\$ 26,408,589	\$ 8,863,186	\$ 30,836	\$ 580,179
Expenses	(26,408,589)	(4,645,357)	(2,126,846)	(338,027)
Other income	834	1,953,803	940,987	1,461
<b>CHANGES IN NET ASSETS</b>	<u>\$ 834</u>	<u>\$ 6,171,632</u>	<u>\$ (1,155,023)</u>	<u>\$ 243,613</u>

The financial information for CCCFA is not available. None of the joint powers authorities had any long-term debt as of June 30, 2009.

**NOTES TO FINANCIAL STATEMENTS (Continued)**

**12. FUNCTIONAL EXPENSES**

Operating expenses are shown on the statement of revenues, expenses, and changes in net assets based on their natural classification. The following schedule shows these expenses according to function as well as by natural classification:

	<u>SALARIES</u>	<u>EMPLOYEE BENEFITS</u>	<u>SUPPLIES, MATERIALS, OTHER EXPENSES, AND SERVICES</u>	<u>FINANCIAL AID</u>	<u>UTILITIES</u>	<u>DEPRE- CIATION</u>	<u>TOTAL</u>
Instructional activities	\$ 27,860,347	\$ 8,635,631	\$ 1,975,317		\$ 2,365		\$ 38,473,660
Academic support	6,842,640	1,852,951	1,895,348				10,590,939
Student services	8,945,576	2,424,114	859,276				12,228,966
Operation and maintenance of plant	3,204,701	1,208,900	880,074		2,725,631		8,019,306
Instructional support services	7,374,253	2,503,531	7,229,844		16,413		17,124,041
Community services and economic development	665,367	163,161	1,118,056				1,946,584
Ancillary services and auxiliary operation	4,697,333	1,558,914	8,552,172	\$ 236,438	244,920	\$ 690,520	15,980,297
Physical property and related acquisitions	153,345	42,844	(7,078,525)				(6,882,336)
Student aid				14,715,186			14,715,186
Depreciation expense						5,523,233	5,523,233
<b>TOTALS</b>	<u>\$ 59,743,562</u>	<u>\$ 18,390,046</u>	<u>\$ 15,431,562</u>	<u>\$ 14,951,624</u>	<u>\$ 2,989,329</u>	<u>\$ 6,213,753</u>	<u>\$ 117,719,876</u>

**13. NEW ACCOUNTING STANDARDS**

**Governmental Accounting Standard No. 45**

In June 2004, the GASB issued Statement No. 45, "Accounting and Financial Reporting by Employers for Post-Employment Benefits Other Than Pensions." This statement establishes standards for the measurement, recognition, and display of post-employment benefit expense and related liabilities, note disclosures, and required supplementary information. The District has implemented GASB No. 45 for the fiscal year ended June 30, 2009. Refer to Note 7 for OPEB disclosures.

## **NOTES TO FINANCIAL STATEMENTS (Continued)**

### **13. NEW ACCOUNTING STANDARDS (Continued)**

#### **Governmental Accounting Standard No. 49**

In December 2006, the GASB issued Statement No. 49, "Accounting and Financial Reporting for Pollution Remediation Obligations." The statement addresses accounting and financial reporting standards for pollution (including contamination) remediation obligations, which are obligations to address the current or potential detrimental effects of existing pollution by participating in pollution remediation activities such as site assessments and cleanups. The scope of the document excludes pollution prevention or controls obligations with respect to current operations, and future pollution remediation activities that are required upon retirement of an asset, such as landfill closure and postclosure care and nuclear power plant decommissioning. The implementation did not have any effect on the financial statements.

#### **Governmental Accounting Standard No. 51**

In June 2007, the GASB issued Statement No. 51, "Accounting and Financial Reporting for Intangible Assets." This statement requires that all intangible assets not specifically excluded by its scope provisions be classified as capital assets. This statement requires that an intangible asset can be recognized in the statement of net assets only if it is considered identifiable. This statement provides guidance on determining the useful life of intangible assets when the length of their life is limited by contractual or legal provisions. This statement is effective for periods ending June 30, 2010. The District has not determined its effect, if any, on the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION



**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
 SCHEDULE OF POST-EMPLOYMENT HEALTHCARE BENEFITS FUNDING PROGRESS  
 AND SCHEDULE OF EMPLOYER CONTRIBUTIONS  
 JUNE 30, 2009**

**SCHEDULE OF FUNDING PROGRESS**

ACTUARIAL VALUATION DATE	ACTUARIAL VALUE OF ASSETS (AVA)	ACTUARIAL ACCRUED LIABILITY (ENTRY AGE NORMAL COST METHOD)	UNFUNDED ACTUARIAL ACCRUED LIABILITY (UAAL)	FUNDING RATIO	COVERED PAYROLL	UAAL AS A PERCENTAGE OF COVERED PAYROLL
8/1/2006	-	\$ 5,110,498	\$ 5,110,498	0.00%	\$ 33,678,675	15.17%

**SCHEDULE OF EMPLOYER CONTRIBUTIONS**

YEAR ENDED JUNE 30,	ANNUAL REQUIRED CONTRIBUTION	PERCENTAGE CONTRIBUTED
2009	\$ 687,455	36.4%

The accompanying notes to required supplementary information are an integral part of the financial statements.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
FOR THE YEAR ENDED JUNE 30, 2009

**PURPOSE OF SCHEDULES**

**A. Schedule of Post-employment Healthcare Benefits Funding Progress**

This schedule is prepared to show information for the most recent actuarial valuation and in future years, the information from the three most recent actuarial valuations in accordance with Governmental Accounting Standards Board Statement No. 45, *Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions*. The schedule is intended to show trends about the funding progress of the District's actuarially determined liability for post-employment benefits other than pensions.

Fiscal year 2009 was the year of implementation of GASB Statement No. 45 and the District elected to implement prospectively; therefore, prior-year comparative valuation data is not available. In future years, as valuations are performed, three-year valuation trend information will be presented.

**B. Schedule of Employer Contributions**

This schedule is prepared in accordance with Governmental Accounting Standards Board Statement No. 43, *Financial Reporting for Post-employment Benefit Plans Other Than Pension Plans*. The schedule is intended to show trends about the percentage of the annual required contribution made to the plan.

The District made contributions totaling \$800,000 to the OPEB Trust during the fiscal year ended June 30, 2008. The District has continued to pay for retiree OPEB benefits on a pay-as-you-go basis from District funds. No benefits have been paid out of the Trust.

**SUPPLEMENTARY INFORMATION**

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**ORGANIZATION DATA**  
 JUNE 30, 2009

**ORGANIZATION**

The San Bernardino Community College District was formed in 1926 and operates two colleges, San Bernardino Valley College and Crafton Hills College.

As of June 30, 2009, the school districts within the boundaries of the San Bernardino Community College District were as follows:

- Bear Valley Unified School District
- Colton Joint Unified School District
- Fontana Unified School District
- Redlands Unified School District
- Rialto Unified School District
- Rim of the World Unified School District
- San Bernardino City Unified School District
- Yucaipa-Calimesa Joint Unified School District

The San Bernardino Community College District is located in San Bernardino County, with the exception that portions of Colton Joint Unified School District and Yucaipa-Calimesa Joint Unified School District are located in Riverside County. No school districts were added to the boundaries of the San Bernardino Community College District during the fiscal year ended June 30, 2009.

**BOARD OF TRUSTEES**

		<u>TERM EXPIRES</u>
James C. Ramos	President	November 1, 2010
Carleton W. Lockwood, Jr.	Vice President	November 1, 2012
Donald L. Singer	Clerk	November 1, 2010
John M. Futch	Member	November 1, 2012
John Longville	Member	November 1, 2012
Charles S. Terrell, Jr.	Member	November 1, 2010
Jess Vizcaino, Jr.	Member	November 1, 2012
Jason Buckner	Student Trustee	May 31, 2010
Kaylee Hrisoulas	Student Trustee	May 31, 2010

**ADMINISTRATION**

Noelia Vela, Ed.D. . . . . Chancellor  
 Debra Daniels, Ed.D. . . . . President - San Bernardino Valley College  
 Gloria M. Harrison, M.A. . . . . President - Crafton Hills College

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2009**

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CATALOG NUMBER	PASS-THROUGH ENTITY IDENTIFYING NUMBER	TOTAL PROGRAM EXPENDITURES
U.S. Department of Education			
Student Financial Aid Cluster			
Federal Work-Study Program	84.033		\$ 314,971
Federal Supplemental Educational Opportunity Grant	84.007		373,221
Federal Pell Grant Program	84.063		<u>11,769,547</u>
Total Student Financial Aid			<u>12,457,739</u>
Hispanic-Serving Institutions	84.031S		1,220,810
College Cost Reduction & Access	84.031C		109,572
Title IV - Student Support Services	84.042A		<u>287,920</u>
Total Direct Programs			<u>14,076,041</u>
Passed Through California Department of Education			
Vocational and Applied Technology Education Act			
Title IIC	84.048	04-C01-046	611,146
Passed Through Riverside Community College			
Vocational and Applied Technology Education Act			
Region IX Community College Consortium	84.048	01-0342-007	<u>7,142</u>
Total Pass-Through Programs			<u>618,288</u>
<b>Total U.S. Department of Education</b>			<u>14,694,329</u>
U.S. Department of Agriculture			
Passed Through California Department of Education			
Child Care Food Program	10.558	36-1534-6A	<u>133,039</u>
<b>Total U.S. Department of Agriculture</b>			<u>133,039</u>
U.S. Department of Labor			
Passed Through County of San Bernardino, California			
High Growth Job Training	17.261		<u>214,206</u>
<b>Total U.S. Department of Labor</b>			<u>214,206</u>
U.S. Department of Health and Human Services			
Passed Through County of San Bernardino, California			
Temporary Assistance for Needy Families	93.558	04-774	103,446
Passed Through Yosemite Community College District			
Child Development Consortium	93.575	04-3615	<u>16,100</u>
<b>Total U.S. Department of Health and Human Services</b>			<u>119,546</u>
<b>TOTAL EXPENDITURES OF FEDERAL AWARDS</b>			<u>\$15,161,120</u>

The accompanying notes to supplementary information are an integral part of this schedule.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**SCHEDULE OF STATE FINANCIAL ASSISTANCE - GRANTS AND PROGRAMS**  
**FOR THE YEAR ENDED JUNE 30, 2009**

PROGRAM NAME	PROGRAM ENTITLEMENTS			PROGRAM REVENUES				PROGRAM EXPENDITURES		
	CURRENT YEAR	PRIOR-YEAR CARRYOVER	TOTAL	CASH RECEIVED	ACCOUNTS RECEIVABLE	DEFERRED/PAYABLE	TOTAL	DIRECT	INDIRECT	TOTAL
<b>State Categorical Aid Programs</b>										
Independent Living Grant	\$ 70,000		\$ 70,000	\$ 31,665	\$ 29,455		\$ 61,120	\$ 61,120		\$ 61,120
Career Advancement Academy	219,250	\$ 119,250	338,500	119,250	100,000		219,250	219,250		219,250
3 C Media - CCC	850,000	-	850,000	850,000		\$ 73,192	776,808	776,808		776,808
Instructional Equipment	601,915	394,445	996,360	623,888		396,917	226,971	226,971		226,971
Block Grant	1,158,405	799,944	1,958,349	979,180		927,959	51,221	51,221		51,221
Faculty and Staff Diversity	88,217	71,562	159,779	88,217		65,735	22,482	22,482		22,482
Matriculation	1,036,757		1,036,757	1,036,757		29,465	1,007,292	1,007,292		1,007,292
California High School Exit Exam	818,594	127,530	946,124	297,390	265,878	10,616	552,652	530,593	\$ 22,059	552,652
Basic Skills	512,779	258,844	771,623	512,747		411,384	101,363	101,363		101,363
Faculty and Staff Development	66,089	66,089	132,178	66,089		49,457	16,632	16,632		16,632
Extended Opportunity Program and Services	1,324,194		1,324,194	1,319,629		11,891	1,307,738	1,307,738		1,307,738
Cooperative Agencies Resources for Education	205,931		205,931	205,553		14,469	191,084	191,084		191,084
Disabled Student Services	1,163,407		1,163,407	1,163,407		43,132	1,120,275	1,120,275		1,120,275
Workability Grant	127,763		127,763	68,450	52,114		120,564	111,185	9,379	120,564
Economic Development Competitive	194,653		194,653	144,900	24,597		169,497	163,785	5,712	169,497
Economic Development RTF Mechanical Craft	109,163	12,251	121,414	-			-			-
Economic Development Small Manufacturing	219,700		219,700	5,604	160,939		166,543	159,549	6,994	166,543
Economic Development RTF Woodwork	27,391		27,391	233,124	-	205,733	27,391	26,732	659	27,391
Economic Development RTF Nanotechnology	253,186	189,186	442,372	189,186	64,000	-	253,186	243,443	9,743	253,186
Economic Development IDRC Job Development	286,670	-	286,670	240,803	-	34,015	206,788	198,420	8,368	206,788
WIA State Match		859	859	859		470	389	389		389
Employment Training Panel	201,420		201,420	24,906	65,066		89,972	89,972		89,972
Career Technical Education Nursing Equipment	141,077	141,077	282,154	141,077		708	140,369	140,369		140,369
Career Technical Education Community Collaborative	869,700		869,700	869,700		562,938	306,762	292,130	14,632	306,762
RTF Lean Processing Training	265,859		265,859	265,859		265,859	-			-
Telecommunications and Technology	213,385	167,772	381,157	239,844		93,768	146,076	146,076		146,076
SFAA-BFAP Administrative Allowance	733,564	45,182	778,746	733,658		54,716	678,942	678,942		678,942
CalWORKs	1,072,886		1,072,886	936,396		-	936,396	936,396		936,396
Temporary Assistance for Needy Families	112,560		112,560	91,303	12,646	504	103,445	103,445		103,445

## SCHEDULE OF STATE FINANCIAL ASSISTANCE - GRANTS AND PROGRAMS (Continued)

PROGRAM NAME	PROGRAM ENTITLEMENTS			PROGRAM REVENUES				PROGRAM EXPENDITURES		
	CURRENT YEAR	PRIOR-YEAR CARRYOVER	TOTAL	CASH RECEIVED	ACCOUNTS RECEIVABLE	DEFERRED/PAYABLE	TOTAL	DIRECT	INDIRECT	TOTAL
<b>State Categorical Aid Programs</b>										
<b>(Continued)</b>										
California Articulation Number System	\$ 5,000		\$ 5,000	\$ 8,000		\$ 6,136	\$ 1,864	\$ 1,864		\$ 1,864
Transfer and Articulation Grant	10,962	\$ 10,961	21,923	10,961		10,372	589	589		589
Child Development - Foster Parent	196,212		196,212	71,428	\$ 124,784		196,212	194,444	\$ 1,768	196,212
Center for Business Excellence	293,869	56,069	349,938	228,269	32,800	28,604	232,465	223,633	8,832	232,465
Workforce Development	233,259	85,352	318,611	185,441	23,817	29,346	179,912	173,989	5,923	179,912
School Readiness Program	691,620		691,620	487,040		79,156	407,884	378,884	29,000	407,884
Lottery	490,836		490,836	233,719		45,922	187,797	187,797		187,797
Seismic Retrofit Project	69,770,302		69,770,302		1,094,406		1,094,406	1,094,406		1,094,406
Child Development - General Center Child Care	1,390,798	190,189	1,580,987	1,282,701	74,051	190,320	1,166,432	1,214,032	96,000	1,310,032
Program Supplies Grant	3,502		3,502	4,341	404	3,464	1,281	1,281		1,281
Child Development - State Preschool Grant	570,205	65,530	635,735	408,769	68,973	67,966	409,776	498,104	19,000	517,104
Child Development - Food Program	9,484		9,484	8,517	967		9,484	8,237		8,237
Family Literacy Grant AB172	74,769		74,769	35,939	4,667		40,606	40,606		40,606
Pre-Kindergarten CC Resource	2,000		2,000	500	168		668	668		668
Infant Toddler Resource	2,771		2,771		693	84	609	609		609
Cal Grants	929,172	-	929,172	929,172	-	-	929,172	929,166	-	929,166
<b>TOTALS</b>	<u>\$ 87,619,276</u>	<u>\$ 2,802,092</u>	<u>\$ 90,421,368</u>	<u>\$ 15,374,238</u>	<u>\$ 2,200,425</u>	<u>\$ 3,714,298</u>	<u>\$ 13,860,365</u>	<u>\$ 13,871,971</u>	<u>\$ 238,069</u>	<u>\$ 14,110,040</u>

The accompanying notes to supplementary information are an integral part of this schedule.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**SCHEDULE OF WORKLOAD MEASURES FOR STATE GENERAL APPORTIONMENT**  
**ANNUAL (ACTUAL) ATTENDANCE AS OF JUNE 30, 2009**

<u>CATEGORIES</u>	<u>REPORTED DATA</u>	<u>AUDIT ADJUSTMENTS</u>	<u>REVISED DATA</u>
A. Summer Intersession (Summer 2008 Only)			
1. Noncredit	-		-
2. Credit	1,291.01		1,291.01
B. Summer Intersession (Summer 2009 - Prior to July 1, 2009)			
1. Noncredit	-		-
2. Credit	168.53		168.53
C. Primary Term (Exclusive of Summer Intersession)			
1. Census Procedure Courses			
(a) Weekly Census Contact Hours	10,458.06	(9.37)	10,448.69
(b) Daily Census Contact Hours	2,187.75		2,187.75
2. Actual Hours of Attendance Procedure Courses			
(a) Noncredit	22.12		22.12
(b) Credit	938.41		938.41
3. Independent Study/Work Experience			
(a) Weekly Census Contact Hours	148.03		148.03
(b) Daily Census Contact Hours	99.67		99.67
(c) Noncredit Independent Study/Distance Education Courses	-		-
D. Total FTES	<u>15,313.58</u>	<u>(9.37)</u>	<u>15,304.21</u>
Supplemental Information			
E. In-service Training Courses (FTES)			
H. Basic Skills Courses and Immigrant Education			
1. Noncredit			
2. Credit	1,394.36		

The accompanying notes to supplementary information are an integral part of this schedule.



**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET  
REPORT WITH AUDITED FUND BALANCES  
FOR THE FISCAL YEAR ENDED JUNE 30, 2009**

The audit resulted in adjustments to the fund balances reported on the June 30, 2009 Annual Financial and Budget Report (CCFS-311) based on governmental accounting principles. The adjustments were to recognize the current-year activity in the KVCR Educational Foundation, Inc., a component unit of the District.

	<u>OTHER SPECIAL REVENUE FUND (39) (KVCR)</u>
June 30, 2009 Annual Financial and Budget Report (Form CCFS-311) fund balance (deficit)	\$ (1,263,270)
Adjustments and Reconciliations Decreasing the Fund Balances KVCR Educational Foundation, Inc.	<u>(139,454)</u>
<b>JUNE 30, 2009 AUDITED FINANCIAL STATEMENT FUND BALANCE (DEFICIT)</b>	<u><u>\$ (1,402,724)</u></u>

The accompanying notes to supplementary information are an integral part of this schedule.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**SCHEDULE OF GENERAL FUND FINANCIAL TRENDS AND ANALYSIS**  
**FOR THE YEAR ENDED JUNE 30, 2009**

	(BUDGET) 2010		2009		2008		2007	
	AMOUNT	%	AMOUNT	%	AMOUNT	%	AMOUNT	%
<b>GENERAL FUND</b>								
<b>Revenues</b>								
From federal sources	\$ 5,754,432	5.52	\$ 2,820,622	3.15	\$ 2,922,989	3.17	\$ 3,849,509	4.52
From State sources	64,846,506	62.30	68,970,003	77.35	61,742,282	67.05	63,616,671	74.63
From local and intermediate sources	<u>21,480,247</u>	<u>20.64</u>	<u>21,887,816</u>	<u>24.55</u>	<u>20,804,713</u>	<u>22.59</u>	<u>20,876,799</u>	<u>24.49</u>
<b>Total Revenues</b>	<u>92,081,185</u>	<u>88.46</u>	<u>93,678,441</u>	<u>105.05</u>	<u>85,469,984</u>	<u>92.81</u>	<u>88,342,979</u>	<u>103.64</u>
<b>Expenditures</b>								
Academic salaries	34,894,900	33.52	36,217,312	40.62	35,315,705	38.35	32,822,489	38.50
Classified salaries	22,183,307	21.31	19,639,030	22.02	18,942,806	20.57	17,022,164	19.97
Employee benefits	14,235,269	13.68	13,375,813	15.00	13,762,217	14.95	12,128,887	14.23
Supplies and materials	2,514,536	2.42	1,684,390	1.89	1,847,170	2.01	2,214,733	2.60
Other operating expenses and services	16,430,991	15.79	11,982,351	13.44	12,218,604	13.27	13,309,265	15.61
Capital outlay	3,065,474	2.95	2,380,501	2.67	1,987,049	2.16	2,761,059	3.24
Student financial aid	993,137	0.95	1,212,227	1.36	1,171,977	1.27	979,954	1.15
Other uses (net)	<u>9,771,385</u>	<u>9.38</u>	<u>2,679,386</u>	<u>3.00</u>	<u>6,832,547</u>	<u>7.42</u>	<u>4,009,496</u>	<u>4.70</u>
<b>Total Expenditures</b>	<u>104,088,999</u>	<u>100.00</u>	<u>89,171,010</u>	<u>100.00</u>	<u>92,078,075</u>	<u>100.00</u>	<u>85,248,047</u>	<u>100.00</u>
<b>Change in Fund Balance</b>	<u>\$ (12,007,814)</u>	<u>(11.54)</u>	<u>\$ 4,507,431</u>	<u>5.05</u>	<u>\$ (6,608,091)</u>	<u>(7.19)</u>	<u>\$ 3,094,932</u>	<u>3.64</u>
<b>Ending Fund Balance</b>	<u>\$ 4,904,264</u>	<u>4.71</u>	<u>\$ 16,912,078</u>	<u>18.97</u>	<u>\$ 12,404,647</u>	<u>13.47</u>	<u>\$ 19,012,738</u>	<u>22.30</u>
<b>Full-Time Equivalent Students</b>	<u>15,773</u>		<u>15,314</u>		<u>14,103</u>		<u>13,775</u>	
<b>Total Long-Term Debt, Including</b>								
<b>Retiree Benefit Liability</b>	<u>\$ 454,902,721</u>		<u>\$ 458,633,362</u>		<u>\$ 169,805,313</u>		<u>\$ 172,432,692</u>	

**IMPORTANT NOTES:**

The California Community College Chancellor's Office has provided guidelines that recommend an ending fund balance of 3% of expenditures as a minimum, with a prudent ending fund balance being 5% of expenditures.

The accompanying notes to supplementary information are an integral part of this schedule.

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**NOTES TO SUPPLEMENTARY INFORMATION**  
FOR THE YEAR ENDED JUNE 30, 2009

**PURPOSE OF SCHEDULES**

**A. Schedules of Expenditures of Federal Awards and State Financial Assistance**

The audit of the San Bernardino Community College District for the year ended June 30, 2009 was conducted in accordance with OMB Circular A-133, which requires a disclosure of the financial activities of all federally funded programs. To comply with OMB Circular A-133 and State requirements, the schedule of expenditures of federal awards and the schedule of State financial assistance were prepared for the San Bernardino Community College District on the modified accrual basis of accounting.

**B. Schedule of Workload Measures for State General Apportionment**

The schedule of workload measures for State general apportionment presents data used as the basis of apportionment to the San Bernardino Community College District.

**C. Reconciliation of Annual Financial and Budget Report with Audited Fund Balances**

This schedule reports any audit adjustments made to the fund balances of all funds as reported on the Form CCFS-311. Additional entries were made to comply with the reporting requirements of GASB Statements No. 34 and 35. These entries are not considered audit adjustments for purposes of this reconciliation.

**D. Schedule of General Fund Financial Trends and Analysis**

This schedule is prepared to show financial trends of the General Fund over the current and past two years as well as the budget for the upcoming year. This schedule is intended to identify if the District faces potential fiscal problems and if they have met the recommended available reserve percentages.

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**REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Trustees  
San Bernardino Community College District  
San Bernardino, California

We have audited the financial statements of the San Bernardino Community College District as of and for the year ended June 30, 2009, and have issued our report thereon dated December 24, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

**COMPLIANCE**

As part of obtaining reasonable assurance about whether the San Bernardino Community College District's basic financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

**INTERNAL CONTROL OVER FINANCIAL REPORTING**

In planning and performing our audit, we considered the San Bernardino Community College District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting.

However, we identified certain deficiencies in internal control over financial reporting that we consider to be significant deficiencies. A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's financial statements that is more than inconsequential will not be prevented or detected by the District's internal control. We consider the deficiencies described in the accompanying schedule of findings and questioned costs items 09-2 through 09-3 to be significant deficiencies in internal control over financial reporting. In addition, the District does not have effective internal control over the preparation of the financial statements, including the related footnotes.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the District's internal control. Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. We believe finding 09-1 to be a material weakness.

The District's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the District's responses and, accordingly, we express no opinion on them.

This report is intended for the information of the Board of Trustees, management, federal and State awarding agencies, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

*Eadie and Payne, LLP*

December 24, 2009

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## **INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE REQUIREMENTS**

Board of Trustees  
San Bernardino Community College District  
San Bernardino, California

We have audited the financial statements of San Bernardino Community College District for the year ended June 30, 2009, and have issued our report thereon dated December 24, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial and compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

Our audit was conducted in accordance with auditing standards generally accepted in the United States of America, and the standards for financial and compliance audits contained in *Governmental Auditing Standards*, issued by the Comptroller General of the United States. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the District's compliance with specified requirements.

In connection with our audit referred to above, we selected and tested transactions and records to determine the District's compliance with the following State laws and regulations in accordance with the *Contracted District Audit Manual* issued by the California Community Colleges Chancellor's Office. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

1. **State General Apportionment Funding System**

The District has the ability to support timely, accurate, and complete information for the following workload measures used in the calculation of State General Apportionment: credit Full-time Equivalent Students (FTES) in weekly census, daily census, actual hours of attendance, and apprenticeship courses and noncredit FTES in actual hours of attendance and distance education courses.

2. **Open Enrollment**

The District complied with the California Code Regulations, Title V, provisions related to open enrollment by the general public for all of the courses submitted for State apportionment funding.

3. **Student Fees - Instructional Materials Fees and Health Fees**

The District has adopted policies that specify the conditions under which students are required to provide instructional materials. The District only requires students to provide instructional materials which are of a continuing value to the students outside of the classroom setting, are tangible personal property that is owned or primarily controlled by the student, and that are not solely or exclusively available from the District, unless the District is the only source of material or there is a health or safety reason for requiring the student to purchase the material from the District or the District can demonstrate that they can offer the materials more cheaply than elsewhere and at the District's actual cost. The District has procedures to clearly notify students of optional fees. The District has advised students of the exemptions from paying health fees and has procedures in place to ensure that students may claim the exemptions.

4. **Apportionment For Instructional Service Agreements/Contracts**

The District acted to ensure programs were approved by the State Chancellor's Office and courses were a part of those approved programs, or the College received delegated authority to separately approve those courses, courses were open to the public, students were under the immediate supervision of a District employee, the District employee possessed valid credentials or met minimum qualifications required for assignment, and the District must obtain certification verifying that the instructional activity was not fully funded by other sources.

5. **Residency Determination for Credit Courses**

The District acted to ensure that only the attendance of California residents is claimed for State support of credit classes.

6. **Concurrent Enrollment of K-12 Students**

The District acted to ensure that the attendance of K-12 pupils who attended courses offered by the District under the concurrent enrollment arrangement were claimed for apportionment purposes only if the following conditions were met: student secured parental consent and obtained his/her principal's recommendation, student was enrolled in a maximum of 11 units per semester, the course met the open course requirements, the credit course approval requirements, and the instructor supervision and qualification requirements, the District maintained primary right to control and direct activities of the instructor, courses were not fully funded through another source, for physical education courses no more than 10 percent of enrollment claimed per course section was comprised of special part-time or full-time students, no more than five percent of the District's total reported FTES of special part-time and full-time students were claimed for enrollment in physical education courses, and for summer sessions principals did not recommend more than five percent of the number of pupils who have completed a particular grade immediately prior to the time of recommendation.

7. **Enrollment Fee**

The District reported the total amount of enrollment fees students should have paid for purposes of determining its annual share of apportionment.

8. **Students Actively Enrolled**

The District claimed for apportionment purposes only the attendance of students actively enrolled in a course section as of the census date (if census procedures are used to record attendance in the course section).

9. **Salaries of Classroom Instructors**

The District's salaries of classroom instructors exceed 50 percent of the District's current expense of education in accordance with Section 84362 of the Education Code.

10. **GANN Limit Calculation**

The District calculated appropriation limits and adopted them in public meetings.

11. **Uses of Matriculation Funds**

The District used local funds to support at least 75 percent of matriculation activities with the remaining expenditures claimable against the State matriculation allocation. All expenditures related to the allocation, both State and local funded portions, were consistent with the District's State-approved matriculation plan and identifiable within the ten claimable activities. The State matriculation allocation was used to expand levels of services that were in place in 1986-1987, or to add entirely new services.

12. **CalWORKS - Use of State and Federal TANF Funding**

The District expended CalWORKs Program State and TANF funds to provide specialized student support services, curriculum development, or instruction to eligible CalWORKs students.



**13. Scheduled Maintenance Program**

The District has protected the State's investment in community colleges through the timely repair and maintenance of facilities, correction and avoidance of health and safety hazards, maintenance of an environment conducive to learning, and improvement of the long-term cost effectiveness of facility operations. The District has expended for scheduled maintenance an amount in excess of the 1995-1996 base year amount of \$3,865,586 plus the amount claimed for reimbursement in the current year.

**14. Child Development Program**

The District has complied with contractual agreements regarding attendance, enrollment, and reporting for child development programs.

In our opinion, except for findings 09-4 through 09-8 described in the accompanying schedule of findings and questioned costs, the San Bernardino Community College District complied, in all material respects, with the compliance requirements for the State programs listed and tested above for the year ended June 30, 2009. Furthermore, nothing came to our attention as a result of the aforementioned procedures to indicate that the San Bernardino Community College District had not complied with the terms and conditions of State-assisted educational programs not selected for testing.

Our examination of compliance conducted for the purposes set forth above would not necessarily disclose all instances of noncompliance.

This report is intended solely for the information and use of the Board of Trustees, management, federal and State awarding agencies, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

December 24, 2009

*Eadie and Payne, LLP*

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**REPORT ON COMPLIANCE WITH REQUIREMENTS  
APPLICABLE TO EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Board of Trustees  
San Bernardino Community College District  
San Bernardino, California

**COMPLIANCE**

We have audited the compliance of San Bernardino Community College District with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2009. San Bernardino Community College District's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the District's management. Our responsibility is to express an opinion on the District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about San Bernardino Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on San Bernardino Community College District's compliance with those requirements.

In our opinion, the San Bernardino Community College District complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2009.

## **INTERNAL CONTROL OVER COMPLIANCE**

The management of San Bernardino Community College District is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered San Bernardino Community College District's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of San Bernardino Community College District's internal control over compliance.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Trustees, management, federal and State awarding agencies, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

*Eadie and Payne, LLP*

December 24, 2009

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2009**

**SUMMARY OF AUDITORS' RESULTS**

This information is provided to meet the requirements of OMB Circular A-133.

**Financial Statements**

The auditors' report expresses an unqualified opinion on the financial statements of San Bernardino Community College District.

The audit disclosed significant deficiencies related to internal control over financial reporting; one significant deficiency was considered a material weakness.

The audit did not disclose any items of noncompliance that are material to the basic financial statements of the District.

**State Awards**

The auditors' report on compliance for the State award programs for San Bernardino Community College District expresses a qualified opinion. Audit findings that are required to be disclosed are reported in this schedule.

**Federal Awards**

The auditors' report on compliance for the major federal award programs for San Bernardino Community College District expresses an unqualified opinion on all major federal programs.

The audit did not disclose any material weaknesses or significant deficiencies related to internal control over major programs.

The following programs were tested as major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
84.063, 84.033, and 84.007	Student Financial Aid Cluster
84.048	Vocational and Technical Education Act
84.031S	Hispanic-Serving Institutions

The threshold used to distinguish between type A and type B programs was \$440,000.

The District was not determined to be a low-risk auditee.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
RELATED TO BASIC FINANCIAL STATEMENTS  
JUNE 30, 2009

**09-1** *Reference:* Capital Assets

*Condition and Criteria:* A capital asset ledger is maintained by the District for inventory tracking and financial reporting purposes. However, we noted instances where capital asset acquisitions were not properly capitalized, improper class lives were assigned, items were not properly included in furniture and equipment, and related asset costs including tax, freight, and discounts were not properly included in capitalized assets. A similar finding was reported in the prior year as finding 08-4.

*Effect:* The District's capital asset ledger was not complete and accurate at year-end.

*Cause:* Failure to follow District policies and procedures, improper training, and ineffective monitoring.

*Population and Items Tested:* A sample of \$16,008,742 of capital expenditures were selected for audit out of a population of \$49,301,927. The following instances of improper capitalization were noted during testing:

- For 16 items tested, incidental costs including tax, freight, discounts, and installation costs totaling \$67,851 were not capitalized with the respective asset. It appears that if more than one item is included on an invoice, the item is not properly accounted for in the fixed assets ledger.
- Wireless network project costs of \$130,309 were improperly classified in building improvements and were not included in the capital asset ledger.
- Costs related to a backup computer system totaling \$350,821 were not properly included in construction in progress as of year-end.
- Two identical assets were capitalized at a cost of \$9,517 each with one being properly depreciated over three years and the other improperly depreciated over eight years.

*Auditor's Recommendation:* We recommend that District employees responsible for recording capital assets and construction in progress be reminded of the proper procedures to ensure that the system is maintained properly. It is also recommended that the District employ clear written policy instructions and receive additional training concerning their implementation.

*Grantee's Response:* Upon notification of the errors, the District took corrective action on each of the findings noted and as a result, corrected figures were used to prepare the financial statements. The District will continue to hold training sessions with staff on administrative procedures and the appropriate use of the asset tracking software. The District will investigate the possibility of programming the computer tracking system to reject inconsistent data or records with missing information. The District has also developed a procedure to review all financial transactions and identify each eligible asset to ensure data is entered into the fixed assets system correctly and timely.

**09-2** *Reference:* Purchase orders - Matriculation, VATEA and HSI

*Condition and Criteria:* The District policy is that approved purchase orders must be obtained prior to the purchase of goods and services. During our audit, we noted five instances where purchase orders were approved after the purchase of goods and services had been made. Similar instances were identified in prior years and reported as findings 08-7, 07-1, 06-2, and 05-4.

*Effect:* Goods and services were purchased without the proper approval.

*Cause:* A purchase requisition had been submitted; however, the goods and services were purchased before the purchase order was approved by the department director and the District.

*Auditor's Recommendation:* The employees responsible for purchasing goods and services should be reminded of District purchasing policies.

*Grantee's Response:* Per Administrative Regulation 6330, the procurement of goods or services must be made through the Purchasing Department and upon final approval by the Business Manager or other designated signer. In order to reduce or eliminate the instances noted, the Purchasing Department has implemented a regular employee training and education program where workshops are held quarterly to inform employees of proper purchasing procedures. The District will continue to enforce its procedure of requiring an audit exception letter to be written by the employee who violates the regulation.

**09-3** *Reference:* Student Accounts Receivable

*Condition and Criteria:* The District administrative regulation 5035AR states that specified college services, including registration for classes in a subsequent semester, access to student records, issuance of a diploma or certificate, transcripts requests and enrollment verification, and other services normally afforded to students in good standing, shall be withheld from the students whose liabilities and obligations are not cleared in a timely manner. In addition, students that do not pay enrollment fees within a given time period will be dropped for nonpayment. During the audit, we noted various cases where students enrolled in courses were not dropped for nonpayment and/or were not being restricted from enrolling due to prior nonpayment. The following circumstances were noted:

- In four instances, students with account balances were not dropped for nonpayment of fees.
- In two of the four instances, an account hold was only effective the first semester and the student was allowed to enroll in the subsequent semester with an existing account balance.

Similar findings were noted in the two prior years and reported as findings 08-3 and 07-2.

*Effect:* Students are enrolling in courses and not paying enrollment fees and tuition costs.

*Cause:*

- Procedures are not being followed to drop students for nonpayment of fees.
- The automatic computer hold is not effective if the student balances are greater than one semester past due.

*Population and Items Tested:* A sample of five items with a total balance of \$1,420 was selected for audit from current-year additions to student receivables. Of the sample selected:

- Two accounts totaling \$855.50 were found to be for students who were not dropped for nonpayment according to District policy.
- Two students selected for testing that had outstanding fees from previous semesters were allowed to register for classes during the current fiscal year. One student's fees were for classes taken in the Fall of 2001 and the other fees were from the Fall of 2003. The District's virtual hold system did not prevent the students from enrolling in Fall 2008 or Spring 2009.

*Auditors' Recommendation:* We recommend that the District review procedures to drop students for nonpayment with Admissions and Records personnel to design and implement controls to prevent future instances of noncompliance. We recommend that the District review their computer controls for weaknesses that allow students to enroll in courses when prior debts have not been paid.

*Grantee's Response:* Admission and Records and District Computing Services will work collectively to determine why the student holds are expiring in the computer system and implement controls to prevent future occurrences. DCS and A&R will continue to examine the DREG process to ensure compliance with District policies.



SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
RELATED TO STATE AWARDS  
JUNE 30, 2009

**09-4** *Reference:* State General Apportionment

*Condition and Criteria:* The California Code of Regulations, Title 5 require that each district governing board must adopt procedures to document all course enrollment, attendance, and disenrollment, to support timely, accurate, and complete information in the calculation of State General Apportionment. Two original positive attendance instructor enrollment sheets could not be located and hours on one attendance roster were incorrectly entered.

*Effect:* The District is not in compliance with State regulations to maintain supporting documentation and accurate information was not used in the calculation of State General Apportionment.

*Cause:* The District's process of collecting instructor rosters does not include verification that all rosters have been collected. Also, the District's staff did not adhere to the proper retention process of the rosters once they had been collected. In addition, the District's staff incorrectly entered clock hours rather than contact hours for one roster.

*Population and Items Tested:* We tested 6 positive attendance courses from the CCFS 320 report, of which 2 original instructor's enrollment rosters could not be located and incorrect hours were entered on 1 roster.

*Auditors' Recommendation:* We recommend that the District implement controls to detect noncompliance, strengthen controls for record retention, and strengthen controls for proper recording of positive attendance hours.

*Grantee's Response:* Admissions and Records have begun a process of imaging rosters and other documents upon receiving them into the department. This will allow for greater accountability and assist in the retrieval of these documents. A&R will continue to discuss this issue with the divisional administrative staff to provide information and training as needed to ensure all positive attendance rosters are collected and retained. A&R staff has begun and will continue to reconcile a missing rosters report and will contact the divisions that have delinquent rosters at the end of each term.

**09-5** *Reference:* Residency Determination for Credit Courses

*Condition and Criteria:* The California Code of Regulations, Title V, Sections 54000-54072 require each district to implement controls that ensure that state apportionment for credit courses is only claimed for student attendance allowed by statute and regulation. Student residency as of the residency determination date is a major factor for allowing districts to claim state apportionment for credit courses. Nonresidents are students who do not have legal residency in the state at the time of the residency determination date and, therefore, must be charged nonresident fees and whose attendance is not allowed to be claimed for state apportionment. The residency determination date is that day immediately preceding the opening day of instruction of the quarter, semester, or other session as set by the district governing board, during which the student proposes to attend a college. Each district must act to ensure that only the attendance of California residents is claimed for State support of credit courses. In our testing, we noted that attendance was being claimed for students whose residency status could not be verified. A similar finding was reported in the prior year as finding 08-13.

*Effect:* The District overstated the FTES by .18 with respect to two of the students tested. We were unable to perform audit procedures to determine the residency status for certain students at Crafton Hills College and San Bernardino Valley College. The District may not be in compliance and apportionment may be effected.

*Cause:* Students were determined to be nonresidents at the beginning of the fall and spring terms and paid the applicable nonresident fees. During the fall and spring terms, the students registered for subsequent terms and changed their residency status to resident; they paid the appropriate resident tuition. However, for 320 purposes, the system did not pull the residency as of the residency determination date; therefore, the students were inappropriately claimed for the fall and spring terms. It was also noted that Crafton Hills College is currently in the process of making student documents paperless. Multiple student documents could not be located due to the movement of documents and the failure to return the documents to the student files. At San Bernardino Valley College the employee normally responsible for the retention of documentation was not available and a substitute employee was unable to locate documentation for 2 students.

*Population and Items Tested:* Tested 54 students. Residency determination forms could not be located for 4 students from Crafton Hills College and 2 students from San Bernardino Valley College. Additionally, of the 54 students tested, 28 students coded as nonresidents were tested to determine proper classification on the 320 report. Two were inappropriately claimed.

*Auditor's Recommendation:* We recommend that the District remind staff to consistently file and return student documents to the students' files in a timely manner so that the risk of misplacing a student document can be minimized. We also recommend that data collection for 320 reporting be reviewed and revised so that student residency status is collected properly and attendance is reported correctly.

*Grantee's Response:* Admissions and Records staff will be reminded of the importance of proper retention of residency documentation. The A&R offices have begun using an integrated system of managing applications and enrollment called CCC Apply, which will add accountability in determining and documenting residency.

**09-6** *Reference:* Apportionment for Instructional Service Agreements/Contracts

*Condition and Criteria:* The California Code of Regulations, Title 5, Sections 58050, 58051(a)(1), (c)-(g), 58051.5, 58055, 58056, 58058(b), 58060, and 58100-58106 require that appropriate instructional service agreements exist. In the year under audit, we noted one instructional service agreement that was not finalized prior to the commencement of instruction.

*Effect:* The state apportionment may be in error. A total of 9.19 FTES were claimed for the courses.

*Cause:* The Sheriff's Department signed the contract on July 25, 2008, the District signed it on August 5, 2008, and the County of San Bernardino did not sign the contract until August 12, 2008. The courses began July 14, 2008 and July 22, 2008.

*Auditor's Recommendation:* We recommend that the District implement a procedure to ensure that contracts are finalized prior to the commencement of instruction.

*Grantee's Response:* The Criminal Justice Division has been advised of the need to have Instructional Service Agreements in place prior to the start of instruction. The District continues to work closely with the County of San Bernardino in order to provide for adequate lead time to get agreements signed in a timely manner.

**09-7** *Reference:* Concurrent Enrollment of K-12 Students in Community College Credit Courses

*Condition and Criteria:* The California Educational Code Sections 48800(A), 48800.5, and 76001(d) requires that the District obtain verification from the K-12 school district that the student can benefit from advanced scholastic or vocational work. The campuses utilize a Special Student Attendance Form to obtain these verifications and to approve or deny enrollment. Special-admit students were allowed to enroll without an approved form. The District was not able to locate special-admit forms for 8 students selected for testing. Similar instances were noted in prior-years as findings 08-12, 07-7 and 06-10.

*Effect:* High school students that do not qualify for attendance may be allowed to enroll. The District may not be in compliance with State regulations and apportionment may be affected.

*Cause:* The District does not have procedures in place to ensure that Special Student Attendance Forms are obtained from all special-admit students.

*Population and Items Tested:* Haphazardly selected 50 students, of which 47 were special-admit students. Special-admit forms for 8 students enrolled in classes were not available.

*Auditors' Recommendation:* We recommend that the District remind responsible employees in the admissions and records' offices that special-admit students should not be enrolled in classes unless all required information is complete on the attendance approval forms. We also recommend that the admissions and records' offices implement procedures to ensure special-admit students submit required documentation prior to enrollment and that this information be filed appropriately to support District records.

*Grantee's Response:* Admissions and Records staff has been advised of the procedures to qualify and register special-admit students and the importance of proper collection and retention of approval documentation. Both A&R directors will continue to monitor proper collection and usage of the approval form and train their staff as needed.

**09-8** *Reference:* Concurrent Enrollment of K-12 Students in Community College Credit Courses

*Condition and Criteria:* The California Education Code Sections 48800, 48800(d), 76001(i), and 76002(a)(4) require the following:

- (i) For summer sessions, K-12 principals may not recommend more than five percent of the number of pupils who have completed a particular grade immediately prior to the time of recommendation;
- (ii) If the class is a physical education class, no more than ten percent of the course section's enrollment may be claimed for apportionment for special part-time or full-time students; and
- (iii) A community college district may not receive State apportionment for part-time and full-time students enrolled in physical education courses in excess of five percent of the district's total reported FTES of special part-time and full-time students.

We were unable to perform audit procedures on items (ii) and (iii) due to the District not having accurate enrollment data. We were unable to perform audit procedures for item (i) due to the District not having supporting documentation for the entire sample selected.

Similar instances were noted in the prior year findings 08-11, 07-8 and 06-11.

*Effect:* The District may not be in compliance with State regulations and apportionment may be affected.

*Cause:* The District does not have procedures in place to ensure that Special Student Attendance Forms are obtained for all special-admit students.

*Population and Items Tested:* Haphazardly selected 50 students, of which 47 were special-admit students. Special-admit forms for 8 students enrolled in classes were not available. Since referential file data is used by the District to calculate the limitations in (ii) and (iii) above, those calculations could not be relied on.

*Auditors' Recommendation:* We recommend that the District remind responsible employees in the admissions and records' offices that special-admit students should not be enrolled in classes unless all required information is complete on the attendance approval forms. We also recommend that the admissions and records' offices implement procedures to ensure special-admit students submit required documentation prior to enrollment and that this information be filed appropriately to support District records.

*Grantee's Response:* District Computing Services, in collaboration with the A&R departments at CHC and SBVC, have implemented a change in procedure to ensure a special-admit student cannot register for any class in any term unless that class has been pre-approved in the registrar's office. This pre-approval requires that the registrar enter a specific class in an electronic form on the student information system prior to registration. This effectively mandates that the proper forms are completed to the extent necessary for data entry so the classes can be pre-approved and entered prior to student registration.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
STATUS OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS  
JUNE 30, 2009

**08-1** *Reference:* Collateralized Cash Balances

*Condition and Criteria:* Pursuant to District Administrative Regulation 6320AR, all District cash deposits are required to be collateralized as outlined in Government Code Section 53601. During testing of cash balances, it was noted that there are two checking accounts with balances in excess of \$100,000 that have not been properly collateralized.

*Effect:* A portion of the deposits at two financial institutions are uninsured and at risk.

*Cause:* Cash accounts are not being monitored by District personnel to ensure compliance with collateral requirements.

*Auditors' Recommendation:* We recommend that policies with regard to collateralization of cash deposits be reviewed and procedures to prevent future oversight be implemented.

*Grantee's Response:* Staff with responsibility over these accounts have reviewed the cash collateralization requirements. Each checking account has now been properly collateralized and Fiscal Services staff will continue to monitor these accounts for compliance.

*Current Status:* No exceptions noted in the current year.

**08-2** *Reference:* KVCR Accounts Receivable

*Condition and Criteria:* The Public Broadcasting Service Digital Distribution Fund Grant Agreement, Attachment C section 5.iii requires that the final financial report is due no later than 45 days after June 30, 2005. An amendment was filed and granted on March 2, 2006 to extend the final report to no later than 45 days after November 15, 2006. During our audit, we noted that KVCR listed as a current receivable the final portion (\$166,057) of the Digital Distribution Fund Grant as of June 30, 2007. It was again listed as a current receivable at June 30, 2008; the report had not been filed as of December 15, 2008.

*Effect:* KVCR is not filing reports in a timely manner and receivables may be uncollectible.

*Cause:* The previously extended final financial report due no later than 45 days after November 15, 2006 was not filed on time and an extension was not granted.

*Auditors' Recommendation:* We recommend that grants be reviewed periodically to determine proper compliance and filing requirements. Timely financial status reports should be filed with the governing body to ensure compliance and reimbursement of funds expended. We also recommend that the accounts receivable aging be reviewed periodically and that old outstanding accounts be investigated for potential collection issues.

*Grantee's Response:* KVCR completed construction of the digital master control project in September 2007. This project was funded with three federal grants and local matching funds. The grants are: PTFP Grant, CPB/DDF Grant Round 8, CPB/DDF Grant Round 4.2.

During the period of time the grants were active, we had four different TV Station managers that were responsible for the grants. The former station manager failed to file for extensions and CPB changed our CPB contact four times. The CPB staff did not hand off files from one to another and thus the normal notices that go out were not sent. Consequently, KVCR was not aware that we were delinquent with any extensions or reports.

Once we completed construction, we contacted both agencies in order to begin closeout of the grants. The first grant, PTFP was closed out without issues. CPB/DDF Round 8 has been closed out as well. We are currently in the closeout stage for CPB/DDF Round 4.2. We had to refile extensions that should have been in their files already but were not handed off to the new CPB contacts. Once we enter the closeout period, extensions are no longer required. We are working closely with CPB to finalize close out and expect to receive the full amount due.

*Current Status:* No exceptions noted in current year.

**08-3** *Reference:* Student Accounts Receivable

*Condition and Criteria:* The District administrative regulation 5035AR states that specified college services, including registration for classes in a subsequent semester, access to student records, issuance of a diploma or certificate, transcripts requests and enrollment verification, and other services normally afforded to students in good standing, shall be withheld from the students whose liabilities and obligations are not cleared in a timely manner. In addition, the District enforces that students that do not pay enrollment fees within a given time period will be dropped for nonpayment. During the audit, we noted various cases where students enrolled in courses and were not dropped for nonpayment and/or were not being restricted from enrolling due to prior nonpayment. The following circumstances were noted:

- In eight instances, students with account balances were not dropped for nonpayment of fees.
- In three of the cases noted above, a student's account hold was removed and an arrangement to pay was put in its place.
- In one instance, the account hold was only effective the first semester and the student was allowed to enroll in the subsequent semester with an existing account balance.

*Effect:* Students are enrolling in courses and not paying enrollment fees and tuition costs.

*Cause:*

- Procedures are not being followed to drop students for nonpayment of fees.
- Admissions and records staff have the ability to override the control in place to prevent registration if student balances are greater than \$0 or if they have a restriction placed on their record.
- The automatic computer hold is not effective if the student balances are greater than one semester past due.

*Population and Items Tested:* A sample of ten items with a total balance of \$11,509 was selected for audit out of a population of approximately \$1,100,000. Of the sample selected:

- Eight accounts totaling \$8,392 were found to be for students who were not dropped for nonpayment according to District policy.
- In three of these cases, the hold on the students account was overridden.
- In addition, in one case a student had fees due for summer 2007, the hold was effective during fall 2007; however, it did not prevent the student from enrolling in spring 2008.

*Auditors' Recommendation:* We recommend the following:

- Policies with regards to enrollment and unpaid fees be reviewed and procedures to drop students for nonpayment be implemented. We noted that this policy is included in the campus schedule of classes.
- Procedures be implemented so that controls are only overridden when approved by personnel with the proper authority and that the override is documented accordingly.
- The District review their computer controls for loopholes that allow students to enroll in courses when prior debts have not been paid.

*Grantee's Response:* DCS and A&R will continue to examine the DREG process and will make programming and procedural changes accordingly. The practice of overriding holds based on an agreement to pay is not authorized under District policy. SBVC staff will be reminded that this practice is not allowed. SBVC Admissions and Records staff will undergo training to identify students who have an outstanding balance and, under policy, must be dropped. Although, the computerized registration system is working as currently programmed, A&R will work with DCS to review procedural processes and staff security to enforce stricter controls on overrides.

*Current Status:* Exceptions noted in current year. See finding 09-3 and finding 07-2 noted in prior reports.



**08-4** *Reference:* Capital Assets

*Condition and Criteria:* A capital asset ledger is maintained by the District for inventory tracking and financial reporting purposes. However, we noted instances where capital asset acquisitions were under the capitalization threshold, items were not properly included in construction in progress, and costs were not appropriately allocated to construction projects. In addition, we noted that one parcel of property was retired prior to the close of escrow.

*Effect:* The District capital asset ledger was not complete and accurate at year-end.

*Cause:* Several orders of desktop computers were capitalized as a single asset rather than evaluating each computer as a separate asset. Construction and project management costs were not allocated to construction projects and were inappropriately excluded from the balance of construction in progress. Expenditures related to specific projects were inappropriately allocated to multiple campus projects. The District's policy is to retire assets when they are deemed surplus property. Surplus land and a building were recorded as retired during the current year, the sale transaction had not been completed, and the property was not identified as held for sale for financial statement purposes.

*Population and Items Tested:* A sample of \$9,183,140 of capital expenditures were selected for audit out of a population of \$28,183,730. Desktop computers totaling \$33,103 were capitalized and were under the capitalization threshold. Construction and project management costs of \$2,985,337 for SBVC projects were not included in construction in progress. Construction costs of \$2,825,201 related directly to the CHC Learning Resource Center and the Community Pool were inappropriately allocated to eight CHC construction projects rather than being added directly to their respective projects. A parcel of land and the associated building with a total book value of \$854,643 was retired in the current year; however, the sale of the property was not complete until the subsequent fiscal year.

*Auditor's Recommendation:* We recommend that District employees responsible for recording fixed assets and construction in progress be reminded of the proper procedures to ensure that the system is maintained properly.

*Grantee's Response:* The District has reviewed the errors noted by the auditors and their related causes. Based upon this review, the District will: 1) increase the number of training sessions held to educate appropriate staff on capitalization policies and administrative regulations and how to appropriately use the capital asset software program, and 2) during the fiscal year periodically conduct random audits to verify that capital assets have been appropriately and timely entered into the capital asset software program.

*Current Status:* Exceptions noted in current year. See finding 09-1.

**08-5** *Reference:* Accounts Payable Cutoff

*Condition and Criteria:* The District's accounts payable cutoff procedures include reviewing all open purchase orders at year-end and recording estimated payables. In addition, construction retains payable are recorded at year-end. During the audit, we noted that various purchase orders had not been adjusted or had been adjusted to an incorrect amount and the process to record construction retains was not followed.

*Effect:* Accounts payable was understated at year-end.

*Cause:* Cutoff procedures were not followed properly.

*Population and Items Tested:* A sample of approximately \$1,300,000 of accounts payable items were selected for audit out of a population of approximately \$1,700,000. Of the sample selected, approximately \$207,795 was erroneously accrued in accounts payable and approximately \$236,610 was erroneously excluded from accounts payable. All invoices noted in error were related to construction contracts.

*Current Status:* No exceptions noted in current year.

*Auditors' Recommendation:* We recommend that employees be reminded of proper procedures to adjust payables, including construction retains, at year-end.

*Grantee's Response:* During May and June when the open Purchase Order list was distributed for review and action, there were personnel changes that hindered the effectiveness of the year-end process. New personnel have been hired since and have been trained in a more specific manner to eliminate unnecessary accruals.

*Current Status:* No exceptions noted in current year.

**08-6** *Reference:* Employee and Retiree Benefits

*Condition and Criteria:* Employee medical benefits are provided by the District for current employees who opt for the coverage. Benefit providers should be notified timely when employees are terminated or request a change in benefits. In addition, District policy states that retirees are allowed continued benefits up to a dollar limit set by the Board. Excess benefits are to be reimbursed by the retirees. During the audit, we noted the following:

- The District's total expense for medical benefits was approximately \$465,000 more than the calculated and recorded expense per their payroll system as of June 30, 2008. There was a discrepancy between the total payments to providers and charges to operations made during payroll processing.

- District employees performed an audit of the benefit payments for active employees and noted that benefit providers were not being notified timely for changes in employee status. The benefit providers were contacted and credits were received for a portion of the overpayments.
- With regard to retiree medical benefits, we noted that the District paid for benefits in excess of the Board-approved threshold and did not bill the retiree for the difference. In some instances, the District paid for full family benefits, but billed the retiree as if only individual coverage had been provided.

*Effect:* The District may be overpaying for medical benefits.

*Cause:* The District does not have written procedures for reconciling benefit payments. The payroll system records the District's medical expense for current and retiree benefit costs in the general ledger. The recorded expense is based on the cost per participant as provided to the payroll department from Human Resources (HR). Payroll provides HR a listing of benefit costs for employees to be used as a reconciliation tool on a monthly basis. A previous HR employee used this listing for reconciliation purposes. However, the current HR employee was not trained on how to use it.

Reimbursements for excess coverage are recorded as payments are received. In addition, segregation of duties appears to be weak with respect to the invoicing and collection of excess benefits paid on a retiree's behalf. Payments received are given directly to HR who is also responsible for invoicing; HR then forwards the checks to the District accounting department. Invoices are not posted to accounts receivable; the receivable is maintained in a spreadsheet by the District accounting department and updated as the checks are forwarded from HR.

*Auditors' Recommendation:* We recommend that the District provide training on procedures to reconcile benefits paid on behalf of current and retired employees to amounts charged by payroll processing. We also recommend that a procedure be implemented to insure that the reconciliation is being performed on a timely basis. In addition, we recommend that management evaluate the segregation of duties with respect to invoicing retirees and the handling of cash receipts.

*Grantee's Response:* Beginning in October 2008, the District started using a third-party administrator to coordinate billing and receivables for retiree medical benefits. This updated process includes a full reconciliation of retiree billing and COBRA administration to ensure individuals are paying for benefits received. Starting in February 2009, through our third-party administrator, the District will begin using a benefits tracking system called "Benefit Bridge" that will automatically send updates to the benefit providers, which will also be accessible to HR and payroll staff. This control mechanism will eliminate over- or under-billing, as information on new hires, terminations, and other account changes will be instantly downloaded to the benefit providers.

*Current Status:* It is our understanding that the District has contracted with a third party to properly account for employee and retiree benefits. Immaterial exceptions noted prior to the employment of the third-party administrator.

**08-7** *Reference:* Purchase Orders - Matriculation and HSI

*Condition and Criteria:* The District policy is that approved purchase orders must be obtained prior to the purchase of goods and services. During our audit, we noted six instances where purchase orders were approved after a purchase had been made.

*Effect:* Goods were purchased without the proper approval.

*Cause:* A purchase requisition had been submitted; however, the goods were purchased before the purchase order was approved by the department director and the District.

*Auditors' Recommendation:* The employees responsible for purchasing goods and services should be reminded of District purchasing policies.

*Grantee's Response:* Per Administrative Regulation 6330, the procurement of goods or services must be made through the Purchasing Department and upon final approval by the Business Manager. In an effort to avert the continuation of such instances noted, the Purchasing Department has implemented a regular employee training and education program where workshops will be held quarterly to inform employees of proper purchasing procedures. In each of the cases above, the employee was required to write an audit exception letter acknowledging their error and violation of Board policy.

*Current Status:* Exceptions noted in current year. See finding 09-2 and findings 07-1, 06-2, and 05-4 noted in prior reports.

**08-8** *Reference:* Students Actively Enrolled

*Condition and Criteria:* The California Code of Regulations, Title 5, Section 58004 require that each district governing board must adopt procedures to document all course enrollment, attendance, and disenrollment, to support timely, accurate, and complete information in the calculation of State General Apportionment. During our audit, one instructor roster could not be located for a positive attendance course.

*Effect:* The CCFS 320 may be misstated. The District is not in compliance with State regulations.

*Cause:* Instructor-prepared attendance roster was misplaced after student contact hours were entered into system.

*Population and Items Tested:* We tested 20 weekly, daily, positive attendance and independent study courses from the CCFS 320 report. In one instance, an instructor roster could not be located.

*Auditors' Recommendation:* We recommend that the District implement procedures to ensure maintenance of required documentation. This can be accomplished by maintaining electronic copies of manual attendance rosters.

*Grantee's Response:* SBVC Admissions and Records have met with the divisional administrative staff to provide information and training on the process to ensure all positive attendance rosters are collected and retained. The A&R Office distributes e-mails to remind the divisional staff of this requirement. As an added control, A&R staff will continue to reconcile a missing rosters report and contact the divisions that have delinquent rosters.

*Current Status:* Exceptions noted in current year. See finding 09-4.

**08-9** *Reference:* Students Actively Enrolled

*Condition and Criteria:* The California Code of Regulations, Title 5, Section 58003.1 and 58004 require that each district shall claim for apportionment purposes only the attendance of students actively enrolled in a course section as of the census date. Census day for weekly census procedure courses is the Monday of census week. Census week is the week nearest one-fifth of the number of weeks of the primary term. The District reported attendance as of the wrong census date for all Crafton Hills College for weekly census courses. In addition, one daily census course was given a census date prior to the first day of instruction.

*Effect:* The CCFS 320 was overstated by 49.23 FTES.

*Cause:* A process was ran on the District's attendance and course data that changed the census date from the Monday of the fourth week to the Monday of the third week for Crafton Hills College weekly census courses. The process was intended to be applied to fall 2008; however, it erroneously revised the data for fall 2007 and spring 2008; therefore, CCFS 320 data submitted to the State was overstated. For the daily census course noted in error, the District's MIS department investigated the error and was unable to determine why the course was assigned a census date prior to the beginning of the term.

*Population and Items Tested:* We tested 25 courses from the CCFS 320 report, of which five courses were from Crafton Hills College and census dates for these courses were in error. The census date for one of the San Bernardino Valley College courses tested was reported in error.

*Auditors' Recommendation:* We recommend that the District implement computer controls that prohibit changes to census dates. In addition, we recommend that internal controls be tested periodically to detect errors.

*Grantee's Response:* DCS re-ran the process to assign the correct census date and the District recalculated the 320 data. The District will adjust its FTES figures accordingly at P1 in FY 2009. DCS has hard-coded the census date, which serves as an added control to prevent this type of error from occurring again.

*Current Status:* No exceptions noted in current year.

**08-10** *Reference:* Students Actively Enrolled

*Condition and Criteria:* The California Code of Regulations, Title 5, Section 58003.1 and 58004 require that each district shall claim for apportionment purposes only the attendance of students actively enrolled in a course section as of the census date. However, due to the override of controls, admissions personnel have backdated various enrollment transactions, causing students to be erroneously included and excluded from FTES calculation. In one case, the system automatically assigned void dates due to a co-requisite not being fulfilled by the student.

*Effect:* The CCFS 320 was overstated by .216 FTES due to three students being improperly included and understated by .172 FTES due to two students being improperly excluded.

*Cause:* Controls were overridden by admissions and records. District policy was not followed.

*Population and Items Tested:* We tested 25 courses, with a total of 45 FTES, of which we noted five students being claimed or excluded from FTES calculation in error due to records being backdated. Net error overstated FTES by .044.

*Auditors' Recommendation:* We recommend that the District implement computer controls that prohibit backdating of student records. Exceptions should be documented and approved by management to ensure accurate records are kept for apportionment purposes.

*Grantee's Response:* Admissions and Records staff will undergo specific training to better understand the relationship between enrollment and disenrollment codes and dates in Datatel. As an additional control, manual date changes will continue to be authorized by the Director of A&R. In the case at CHC, the computer system automatically assigned the void date due to a co-requisite not being fulfilled. DCS will investigate re-programming this process to avoid further errors.

*Current Status:* No exceptions noted in current year.

**08-11** *Reference:* Concurrent Enrollment of K-12 Students in Community College Credit Courses

*Condition and Criteria:* The California Education Code Sections 48800, 48800(d), 76001(i), and 76002(a)(4) require the following:

- (i) For summer sessions, K-12 principals may not recommend more than five percent of the number of pupils who have completed a particular grade immediately prior to the time of the recommendation;
- (ii) If the class is a physical education class, no more than ten percent of the course section's enrollment may be claimed for apportionment for special part-time or full-time students; and
- (iii) A community college district may not receive State apportionments for special part-time and full-time students enrolled in physical education courses in excess of five percent of the district's total reported FTES of special part-time and full-time students.

The data elements used to monitor compliance with these requirements were not accurately maintained. The District was not able to prepare these calculations properly due to the errors. The District did not implement procedures to monitor compliance with requirement (i) until spring 2008.

*Effect:* The District may not be in compliance with State requirements and apportionment may be affected. We were unable to perform audit procedures on items (ii) and (iii) due to the District not having accurate enrollment data. We were unable to perform audit procedures on item (i) due to the District not having supporting documentation for the entire fiscal year.

*Cause:* The District has controls in place that require students coded as special admits to enroll in courses in person in the admissions and records office. Admissions and records clerks are required to verify that the student has an approved special-admit form prior to enrolling. If the student has graduated, then the admissions and records clerk is required to change the student's education status (data element SB11) from 10000 to an appropriate code so that they may register without the special-admit form. This control has failed. Students' education status is not being updated when students enroll after graduation from high school. The District did not implement procedures to obtain certification from high school principals to monitor compliance with (i) above until spring 2008.

*Population and Items Tested:* Obtained referential data files and selected a sample of 50 students with SB11 code 10000, special admits. Of the 50 tested, nine were found to be coded improperly. Since referential file data is used by the District to calculate the limitations in (ii) and (iii) above, those calculations could not be relied on. In addition, certifications from principals of K-12 schools verifying compliance with (i) were not obtained for summer and fall semesters.

*Auditors' Recommendation:* We recommend that the District remind admissions and records' clerks of the procedures in place when enrolling special admits and the proper guidelines on changing student enrollment status.

*Grantee's Response:* A program was created by DCS to end specified student types and A&R staff presumed it to be working correctly. Now that the current process is found to be deficient in ending special-admit status, A&R will work with DCS to modify the process to identify and remove inappropriate special-admit designations. The updated approval form, which includes the K-12 principal's certification, was instituted during the fall 2007 term.

*Current Status:* Exceptions noted in current year. See finding 09-8 and findings 07-8 and 06-11 noted in prior reports.

**08-12** *Reference:* Concurrent Enrollment of K-12 Students in Community College Credit Courses

*Condition and Criteria:* The California Education Code Sections 48800(A), 48800.5, and 76001(d) requires that the District obtain verification from the K-12 school district that the student can benefit from advanced scholastic or vocational work. The campuses utilize a Special Student Attendance Form to obtain these verifications and to approve or deny enrollment. Special-admit students were allowed to enroll without an approved form. The District was not able to locate special-admit forms for 12 students selected for testing. In addition, two special-admit forms were not approved by a District designee; however, the students were permitted to enroll in classes.

*Effect:* High school students that do not qualify for attendance may be allowed to enroll. The District may not be in compliance with State regulations and apportionment may be affected.

*Cause:* The District does not have procedures in place to ensure that Special Student Attendance Forms are obtained for all special-admit students.

*Population and Items Tested:* Haphazardly selected 50 special-admit students, of which 41 were special-admit students. Special-admit forms for 12 students enrolled in classes were not available. Two students were denied admittance by a District designee; however, they were permitted by admissions and records to enroll in courses.

*Auditors' Recommendation:* We recommend that the District remind responsible employees in the admissions and records' offices that special-admits should not be enrolled in classes unless attendance approval forms have been approved by a District employee. In addition, we recommend that the admissions and records' offices implement procedures to ensure special-admit students submit required documentation prior to enrollment and that this information be filed appropriately to support District records.

*Grantee's Response:* SBVC Admissions and Records staff have been advised of the procedures to qualify and register special admit students. The District began using the updated Concurrent Enrollment Approval Form during the Fall 2007 term. Both A&R directors will continue to monitor proper usage of the form and compliance with these regulations.



*Current Status:* Exceptions noted in current year. See finding 09-7 and findings 07-7 and 06-10 noted in prior reports.

**08-13** *Reference:* Residency Determination for Credit Courses

*Condition and Criteria:* The California Code of Regulations, Title V, Sections 54000-54072 require each district to implement controls that ensure that state apportionment for credit courses is only claimed for student attendance allowed by statute and regulation. Student residence as of the residence determination date is a major factor for allowing districts to claim state apportionment for credit courses. Nonresidents are students who do not have legal residence in the state at the time of the residency determination date and therefore must be charged nonresident fees and whose attendance is not allowed to be claimed for state apportionment. Residence determination date is that day immediately preceding the opening day of instruction of the quarter, semester, or other session as set by the district governing board, during which the student proposes to attend a college. Each district must act to ensure that only the attendance of California residents is claimed for State support of credit courses. In our testing, we noted that attendance was being claimed for students who were not residents of California.

*Effect:* The District overstated the FTES by .550.

*Cause:* Students were determined to be nonresidents at the beginning of the fall term and paid the applicable nonresident fees. During the fall term, the students registered for spring classes and changed their residency status to resident; they paid the appropriate resident tuition. However, for 320 purposes, the system did not pull the residency as of the residency determination date; therefore, the student's attendance was inappropriately claimed for the fall term.

*Population and Items Tested:* Tested 43 students coded as nonresidents of which two were claimed inappropriately on the 320 report.

*Auditors' Recommendation:* We recommend that data collection for 320 reporting purposes be reviewed and revised so that student residency status is collected properly and attendance is reported correctly.

*Grantee's Response:* DCS has begun examining the way in which the system reads the residency data for 320 reporting purposes. DCS will determine a way in which the system will read residency data for proper 320 reporting.

*Current Status:* Exceptions noted in current year. See finding 09-5.

**08-14** *Reference:* Enrollment Fee

*Condition and Criteria:* The Education Code sections 76300 and 76140 require districts to charge enrollment fees in the amount determined by the State. Enrollment fees for fiscal year 2007-2008 were \$20 per semester unit and additional nonresident tuition fees were \$160 per unit for summer and fall terms and \$175 per unit for the spring term. During our testing, we noted that one student was not charged the proper fees and nonresident enrollment fee revenue was understated.

*Effect:* The District understated nonresident tuition fees by \$1,440.

*Cause:* Student registered as a resident and enrolled in courses during the fall and spring. At the end of the spring semester, admissions and records noted that this student's residency determination was in error. The student's residency status was backdated and revised appropriately; however, fees were not adjusted accordingly. The student was charged nonresident fees for only 17 of the 26 units taken during the fiscal year.

*Population and Items Tested:* Tested enrollment fees for 93 students, of which fees for one student were inappropriately charged.

*Auditors' Recommendation:* We recommend when errors are noted that revisions to enrollment fees be reviewed by management to ensure proper changes have been made.

*Grantee's Response:* In-service training will be provided to SBVC Admissions staff on the appropriateness of entries to the Datatel system. Admissions staff will be advised of the importance of the accuracy of dates and other data entered into the system.

*Current Status:* No exceptions noted in current year.

**08-15** *Reference:* Child Development Program, Contract CCTR-7310

*Condition and Criteria:* The California Department of Education, Child Development Fiscal Services Division requires that Attendance and Fiscal Reports for Child Development Programs be filed quarterly. These reports report attendance by age group for funding purposes. During our audit, we noted that attendance was not being reported in the proper age classification.

*Effect:* Days of enrollment were overstated on quarterly reports.

*Cause:* The District does not have controls in place to track attendance by age group for changes in age after enrollment date. In addition, classrooms that contained children of more than one age group were not split accordingly for reporting.

*Population and Items Tested:* We tested 27 classifications by calculating the age of the child and tracing their attendance to the quarterly report. Of the 24 children chosen for testing, 16 were improperly classified. The net effect of findings for the three months selected for testing totaled an overstatement of 203.20 adjusted days of enrollment.

*Auditors' Recommendation:* We recommend that birth dates are included in the attendance spreadsheet so that age classifications can be monitored and reporting be adjusted accordingly.

*Grantee's Response:* Prior to submitting quarterly reports, CDC staff will ensure that all supporting documentation is complete and accurate. These reports will be checked for mathematical accuracy by both CDC administrative staff and the CDC Director. Quarterly audits of these reports will continue to be conducted by the Director, Internal Audits. In this case, the discrepancy has been corrected and an amended report has been sent to the State Department of Education to reflect the corrected data. As a new control, birth dates have been added to the monthly class totals reporting sheet.

*Current Status:* It was noted during current-year testing that errors were found on the 3<sup>rd</sup> and 4<sup>th</sup> quarterly reports by District personnel prior to audit and given to the auditor. However, the quarterly reports were still submitted in error and corrected copies resubmitted following the audit. The California Department of Education allows reports to be corrected and resubmitted for approval after quarterly deadlines up to March 1<sup>st</sup> of the following year.

**08-16** *Reference:* Child Development Program, Contract GPRE-7300

*Condition and Criteria:* The California Department of Education, Child Development Fiscal Services Division requires that Attendance and Fiscal Reports for Child Development Programs be filed quarterly. The District has implemented an internal audit function to detect errors in reporting. During our audit, we noted that the internal auditor had discovered an error in the reporting; however, the report was not amended and corrections were not sent to the State.

*Effect:* Days of enrollment were overstated on quarterly reports.

*Cause:* An error was discovered by the internal auditor. The error was caught and was believed to be corrected for fourth quarter reporting but was instead carried forward from the third quarter.

*Population and Items Tested:* We tested enrollment attendance registers by tracing 20 students to attendance sign-in sheets. No exceptions were noted. However, during our review of the attendance registers it was noted that one student was identified by the internal auditor as not having an attendance sign-in sheet. The auditor noted that the attendance should be adjusted in the subsequent quarter to exclude the unsupported claim, however the error was not subsequently adjusted, causing an overstatement of 19 days of cumulative enrollment.

*Auditors' Recommendation:* It is recommended that the internal auditor's findings be correctly implemented to achieve accurate financial reporting.

*Grantee's Response:* Prior to submitting quarterly reports, CDC staff will ensure that all supporting documentation is complete and accurate. Quarterly audits of these reports will continue to be conducted by the Director, Internal Audits. This error has been corrected and an amended report has been sent to the State Department of Education to reflect the corrected data.

*Current Status:* It was noted during current-year testing that errors were found on the 3<sup>rd</sup> quarter report by District personnel prior to audit and given to the auditor. However, the quarterly report was still submitted in error and a corrected copy resubmitted following the audit. The California Department of Education allows reports to be corrected and resubmitted for approval after quarterly deadlines.

*Current Status:* It was noted during current-year testing that errors were found on the 3<sup>rd</sup> and 4<sup>th</sup> quarterly reports by District personnel prior to audit and given to the auditor. However, the quarterly reports were still submitted in error and corrected copies resubmitted following the audit. The California Department of Education allows reports to be corrected and resubmitted for approval after quarterly deadlines up to March 1<sup>st</sup> of the following year.

#### **08-17 Vocational and Technical Education Act**

*Condition and Criteria:* Perkins Title IC Article I - Reporting designates that the Grantee shall submit quarterly "Year-to-Date Expenditure and Progress Reports," which are due on October 25, 2007, January 24, 2008, April 25, 2008, and July 25, 2008. A final report is due on August 31, 2008. During our audit, we noted that the first and fourth quarterly reports and the final expenditure report were not submitted on time.

*Effect:* The District is not in compliance with Perkins Title IC Reporting requirements.

*Cause:* Narratives, which are required for submission of reports, had not been submitted to the proper agent for a timely report transmission.

*Auditors' Recommendation:* The employee in charge of written narratives for quarterly reports should submit their narrative to the proper processing agent in order to transmit the completed report on time.

*Grantee's Response:* The responsible administrator has been reminded of the report due dates and advised of the importance of timely reporting. Employees with responsibility over VTEA funds and programming will establish deadlines to ensure narratives and other reporting elements are submitted to the processing agent in advance of the reporting due date.

*Current Status:* During the year ended June 30, 2009, SBVC transferred the duties of VTEA reporting to a different administrator who implemented a system to monitor submittals and ensure reporting deadlines are met. The District's internal review indicates that reports have been submitted on time since this error occurred. We noted that the first quarterly report was submitted late; however, all subsequent reports were filed timely.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Steve Sutorus, Business Manager  
PREPARED BY: Steve Sutorus, Business Manager  
DATE: February 11, 2010  
SUBJECT: **Consideration of Acceptance of the 2008-2009 Proposition 39 Audit Report**

RECOMMENDATION

It is recommended that the Board of Trustees accept the 2008-2009 Proposition 39 Audit Report.

OVERVIEW

The auditing firm, Eadie & Payne, LLP has conducted an audit of the Proposition 39 Bond Construction Fund for the period ending June 30, 2009.

ANALYSIS

The Proposition 39 Audit report contains SBCCD's audited financial statements, required supplemental schedules and compliance reports. Representatives from Eadie & Payne will be available to make brief comments regarding the report and to answer any questions from Board Members.

BOARD IMPERATIVE

III. Resource Management for Efficiency, Effectiveness and Excellence.

FINANCIAL IMPLICATIONS

None

Attachment

**SAN BERNARDINO COMMUNITY  
COLLEGE DISTRICT**

**SAN BERNARDINO COUNTY**

**PROPOSITION 39  
BOND CONSTRUCTION FUND  
FINANCIAL AND PERFORMANCE AUDITS**

**JUNE 30, 2009**

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
PROPOSITION 39 BOND CONSTRUCTION FUND  
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JUNE 30, 2009

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*Certified Public Accountants  
and  
Business Advisors*

## **INDEPENDENT AUDITORS' REPORT**

The Board of Trustees and  
The Citizens' Oversight Committee  
San Bernardino Community College District  
Proposition 39 Bond Construction Fund  
San Bernardino, California

We have audited the accompanying financial statements of the Proposition 39 Bond Construction Fund of the San Bernardino Community College District (SBCCD) as of and for the year ended June 30, 2009, as listed in the table of contents. These financial statements are the responsibility of the SBCCD Proposition 39 Bond Construction Fund's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit of the SBCCD Proposition 39 Bond Construction Fund in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 1, the financial statements present only the SBCCD Proposition 39 Bond Construction Fund and do not purport to, and do not, present fairly the financial position of the San Bernardino Community College District, as of June 30, 2009, and the changes in its financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Proposition 39 Bond Construction Fund of the San Bernardino Community College District as of June 30, 2009, and the changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

January 22, 2010

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**  
**PROPOSITION 39 BOND CONSTRUCTION FUND**  
**BALANCE SHEET**  
**JUNE 30, 2009**

	<u>MEASURE P</u>	<u>MEASURE M</u>	<u>TOTAL</u>
<b>ASSETS</b>			
Cash and cash equivalents	\$ 62,054,442	\$ 118,312,390	\$ 180,366,832
Investments		141,711,637	141,711,637
Interest receivable	358,661		358,661
Other receivable	<u>5,315,000</u>	<u>-</u>	<u>5,315,000</u>
<b>TOTAL ASSETS</b>	<u>\$ 67,728,103</u>	<u>\$ 260,024,027</u>	<u>\$ 327,752,130</u>
<b>LIABILITIES</b>			
Accounts payable	<u>\$ 6,589,982</u>	<u>-</u>	<u>\$ 6,589,982</u>
<b>TOTAL LIABILITIES</b>	<u>6,589,982</u>	<u>-</u>	<u>6,589,982</u>
<b>FUND BALANCE</b>			
Restricted	<u>61,138,121</u>	<u>\$ 260,024,027</u>	<u>321,162,148</u>
<b>TOTAL FUND BALANCE</b>	<u>61,138,121</u>	<u>260,024,027</u>	<u>321,162,148</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 67,728,103</u>	<u>\$ 260,024,027</u>	<u>\$ 327,752,130</u>

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

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
 PROPOSITION 39 BOND CONSTRUCTION FUND  
 STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
 FOR THE YEAR ENDED JUNE 30, 2009

	<u>MEASURE P</u>	<u>MEASURE M</u>	<u>TOTAL</u>
<b>REVENUE</b>			
<b>Revenue From Local Sources</b>			
Interest and investment income	\$ 2,290,077	\$ 1,711,637	\$ 4,001,714
Other income	5,315,000	-	5,315,000
<b>Total Revenue From Local Sources</b>	<u>7,605,077</u>	<u>1,711,637</u>	<u>9,316,714</u>
<b>Total Revenue</b>	<u>7,605,077</u>	<u>1,711,637</u>	<u>9,316,714</u>
<b>EXPENDITURES</b>			
Capital outlay	46,081,471	-	46,081,471
<b>Total Expenditures</b>	<u>46,081,471</u>	<u>-</u>	<u>46,081,471</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<u>(38,476,394)</u>	<u>1,711,637</u>	<u>(36,764,757)</u>
<b>OTHER FINANCING SOURCES</b>			
Proceeds from the issuance of bonds	19,999,796	258,312,390	278,312,186
<b>Total Other Financing Sources</b>	<u>19,999,796</u>	<u>258,312,390</u>	<u>278,312,186</u>
<b>FUND BALANCE AT JULY 1, 2008</b>	<u>79,614,719</u>	<u>-</u>	<u>79,614,719</u>
<b>FUND BALANCE AT JUNE 30, 2009</b>	<u>\$ 61,138,121</u>	<u>\$ 260,024,027</u>	<u>\$ 321,162,148</u>

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

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
PROPOSITION 39 BOND CONSTRUCTION FUND  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2009

1. **NATURE OF ACTIVITIES**

These financial statements present only the Proposition 39 Bond Construction Fund of San Bernardino Community College District (SBCCD) and do not purport to present the financial position or the changes in financial position of San Bernardino Community College District.

On November 5, 2002, the voters of San Bernardino Community College District approved Measure P, a \$190 million bond measure designed to provide funds to improve safety and infrastructure at San Bernardino Valley College and Crafton Hills College. Measure P will also provide funds for the construction of new classroom buildings and training centers.

On February 5, 2008, the voters of San Bernardino Community College District approved Measure M, a \$500 million bond measure designed to continue the goals of Measure P above.

Because Measure P and Measure M were bond elections under Proposition 39, the District was obligated to establish a Citizens' Oversight Committee in order to satisfy the accountability requirements of Proposition 39. Regulated by the Ralph M. Brown Public Meetings Act, the committee reviews expenditure reports to ensure that (a) bond proceeds are expended only for the purpose set forth in the ballot measure and (b) no bond proceeds are used for any teacher or administrative salaries or operating expenses.

2. **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

A. **Financial Statement Presentation**

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and *Audits of State and Local Governmental Units* issued by the American Institute of Certified Public Accountants.

B. **Basis of Accounting**

The Proposition 39 Bond Construction Fund of San Bernardino Community College District is maintained on the modified accrual basis of accounting. Revenues are recognized when they become susceptible to accrual, that is, when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized in the accounting period in which the liability is incurred (when goods are received or services rendered).

## NOTES TO FINANCIAL STATEMENTS (Continued)

The statement of revenues, expenditures, and changes in fund balance is a statement of financial activities of the SBCCD Proposition 39 Bond Construction Fund related to the current reporting period. Expenditures of the fund frequently include amounts for land, buildings, equipment, and transfers to other funds. Consequently, these statements do not purport to present the results of operations or the net income or loss for the period as would a statement of income for a for-profit-type organization.

### C. Cash and Cash Equivalents

The District considers all highly liquid investments with an initial maturity of three months or less, from the date of acquisition, to be cash equivalents. Funds invested in the County treasurer's investment pool are considered cash equivalents. Cash in the County treasury is recorded at cost, which approximates fair value.

### D. Accounts Receivable

Accounts receivable consisted of accrued interest receivable and other receivable at June 30, 2009. Other receivable consisted of \$5,315,000 in expenses reimbursable to the bond fund. The costs were incurred for preliminary planning and working drawings that were approved for funding by the State. There was no allowance for doubtful accounts as of June 30, 2009.

### E. Investments

Investments consisted of fixed income municipal bonds and cash and short-term investments at June 30, 2009. Investments are valued at cost, which approximates fair value.

## 3. MEASURE P BONDS

In May 2003, the District issued the Election of 2002 General Obligation Bonds, Series A in the amount of \$50,000,000.

In February 2004, the District issued the Election of 2002 General Obligation Bonds, Series B in the amount of \$20,000,000.

On April 7, 2005, the District issued \$56,562,550 in general obligation bonds to advance refund a portion of the outstanding 2002 Series A and B bonds. The District received proceeds of \$64,499,333, of which \$55,892,560 were used to purchase U.S. government securities. These securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the 2002 Series A and B bonds maturing on or after August 1, 2014 and 2015, respectively. As a result, \$52,690,000 of the Series A and B bonds are considered defeased and no longer outstanding. The Measure P Bond Construction Fund received \$7,731,921 after payment of \$874,852 in underwriting fees, insurance, and other issuance costs.

In September 2006, the District issued the Election of 2002 General Obligation Bonds, Series C in the amount of \$100,000,000.

**NOTES TO FINANCIAL STATEMENTS (Continued)**

In June 2009, the District issued the Election of 2002 General Obligation Bonds, Series D and E in the amount of \$19,999,796.

**4. MEASURE M BONDS**

In December 2008, the District issued the Election of 2008 General Obligation Bonds, Series A in the amount of \$140,000,000.

In June 2009, the District issued the Election of 2008 General Obligation Bonds, Series B and C in the amount of \$118,312,390.

**5. CONSTRUCTION COMMITMENTS**

As of June 30, 2009, the District had commitments of \$98,282,000 with respect to unfinished general obligation bond funded capital projects.

**6. INVESTMENTS**

Investments consisted of the following:

	<u>AMOUNT</u>
<b>INVESTMENTS</b>	
Fixed income funds	\$139,875,000
Short-term funds	<u>1,836,637</u>
<b>TOTAL INVESTMENTS</b>	<u>\$141,711,637</u>

Fixed income funds consisted of Moody's rated VMIG 1 and Standard & Poor's A-1 tax-exempt municipal bonds and certificates of participation. Short-term funds consisted of Dreyfus Tax-Exempt Cash Management Fund.

At June 30, 2009, investments in debt securities classified as available for sale mature as follows:

<u>MATURITY</u>	<u>AMOUNT</u>
5-10 Years	\$ 5,385,000
10-15 Years	15,375,000
15-20 Years	25,870,000
20-25 Years	25,650,000
25-31 Years	<u>67,595,000</u>
<b>TOTAL</b>	<u>\$139,875,000</u>

**NOTES TO FINANCIAL STATEMENTS (Continued)**

The District maintains investments in municipal bonds and certificates of participation with various school districts in Southern California. The following investments exceed 5% of total amounts currently invested:

	<u>AMOUNT</u>
<b>INVESTMENTS</b>	
Grant Joint Union High School District	\$17,840,000
Norwalk - La Mirada Unified School District	17,600,000
Grant Joint Unified High School District	14,300,000
Huntington Beach Union High School District	10,260,000
San Jacinto Unified School District	9,485,000
Castaic Union School District	8,500,000
San Jacinto Unified School District	7,300,000

Investments are valued at cost, which approximates fair value.

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and  
Business Advisors*

## **INDEPENDENT AUDITORS' REPORT**

The Board of Trustees and  
The Citizens' Oversight Committee  
San Bernardino Community College District  
Proposition 39 Bond Construction Fund  
San Bernardino, California

In connection with our audit, we have examined San Bernardino Community College District's compliance with the performance requirements for the Proposition 39/Measure P and Measure M General Obligation Bonds for the period from July 1, 2008 through June 30, 2009. The District's management is responsible for the San Bernardino Community College District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about San Bernardino Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on San Bernardino Community College District's compliance with specified requirements.

In our opinion, San Bernardino Community College District complied, in all material respects, with the aforementioned requirements for the year ended June 30, 2009.

*Eadie and Payne, LLP*

January 22, 2010



**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
PROPOSITION 39 BOND CONSTRUCTION FUND  
PROPOSITION 39 PERFORMANCE AUDIT  
PROCEDURES PERFORMED  
JUNE 30, 2009**

We obtained the general ledger and the project expenditure summary reports and detail prepared by the District for the fiscal year ended June 30, 2009 for the San Bernardino Community College District Proposition 39 Bond Construction Fund. We obtained the actual invoices and other supporting documentation for expenditures on a sample basis to ensure compliance with Proposition 39/Measure P. There were no Measure M expenditures as of June 30, 2009. We performed the following procedures:

- We reviewed the ballot propositions of the San Bernardino Community College District Bond Measures outlining the projects to be funded from the bond proceeds.
- We selected expenditures during the period July 1, 2008 to June 30, 2009 for testing on a sample basis. We reviewed supporting documentation for items selected to ensure that funds were properly expended on the specific projects approved by the Board of Trustees and that these projects were in conformity with the ballot text.
- We compared total expenditures to date for each project to the project budgets.
- We verified that funds were generally used for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and we verified that funding was not spent for teacher or administrative salaries or other school operating expenses.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
 PROPOSITION 39 BOND CONSTRUCTION FUND  
 PROPOSITION 39 FUNDING  
 SCHEDULE OF EXPENDITURES BY PROJECT  
 JUNE 30, 2009

	REVISED BUDGET	TOTAL PROJECT COSTS THROUGH JUNE 30, 2008	2009 ACTUAL COSTS	2009 REIMBURSED EXPENSES	TOTAL PROJECT COSTS THROUGH JUNE 30, 2009
<b>APPROVED BOND PROJECTS</b>					
SBVC Football Field Refurbishment	\$ 981,167	\$ 981,167	-		\$ 981,167
SBVC Retrofits and Modernization					
Projects	2,401,987	2,401,987	-		2,401,987
SBVC Student Health Services	2,006,358	1,715,099	\$ 11,020		1,726,119
SBVC Child Development Center	5,595,378	5,451,827	27,264		5,479,091
SBVC Infrastructure	11,304,742	11,173,414	2,625		11,176,039
SBVC FEMA Seismic Mitigation Project	42,761,898	42,757,898	-		42,757,898
SBVC FEMA Furniture	2,110,769	2,108,169	333		2,108,502
SBVC Demolition	3,706,544	3,706,544	-		3,706,544
SBVC Data Building	459,081	459,081	-		459,081
SBVC Campus Master Planning Services	1,584,773	1,584,773	-		1,584,773
SBVC - North Hall Seismic Replacement	33,216,672	2,733,612	6,220,189	\$(1,694,000)	7,259,801
SBVC - Chemistry/Physical Science					
Seismic Replacement	51,086,375	3,484,072	5,078,732	(1,919,000)	6,643,804
SBVC - North Hall Media Comm. Seismic					
Replacement	15,762,468	1,287,667	4,236,033	(663,000)	4,860,700
SBVC - Maintenance and Operations					
Building Replacement	6,148,490	592,636	4,568,089		5,160,725
SBVC - Project Management Fees for					
Measure P Projects	5,940,469	2,205,217	691,328		2,896,545
CHC Fire Training Facility	150,000	150,000	-		150,000
CHC Administrative Services Remodel	2,392,865	2,392,865	-		2,392,865
CHC Energy Updates	6,365,614	6,365,614	-		6,365,614
CHC Infrastructure	36,898,619	4,646,091	14,619,939		19,266,030
CHC Project Management	6,759,291	3,839,683	516,858		4,356,541
CHC Seismic Environmental Services	467,827	467,827	-		467,827
CHC Humanities Building	114,415	114,415	-		114,415
CHC Arts and Lecturers Building	130,100	130,100	-		130,100
CHC Campus Master Planning Services	1,179,886	1,179,886	-		1,179,886
CHC Learning Resource Center	34,289,230	2,834,504	7,445,786	(1,039,000)	9,241,290
CHC Community Recreation Facility	12,309,461	1,204,836	2,660,648		3,865,484
District Applied Technology Training					
Center	3,405,579	3,355,079	2,627	-	3,357,706
<b>TOTALS</b>	<b>\$289,530,058</b>	<b>\$ 109,324,063</b>	<b>\$ 46,081,471</b>	<b>\$(5,315,000)</b>	<b>\$150,090,534</b>

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
PROPOSITION 39 BOND CONSTRUCTION FUND  
PROPOSITION 39 BOND CONSTRUCTION FUND  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
JUNE 30, 2009**

There were no findings and no questioned costs related to the use of the San Bernardino Community College District Proposition 39 Bond Construction funds for the year ended June 30, 2009. We had one finding related to internal control that is included in our report on internal control dated January 22, 2010.

EDEN C. CASARENO, C.P.A.  
DEBORAH L. CROWLEY, C.P.A.  
TODD C. LANDRY, C.P.A.



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*Certified Public Accountants  
and  
Business Advisors*

January 22, 2010

The Board of Trustees and  
The Citizens' Oversight Committee  
San Bernardino Community College District  
Proposition 39 Bond Construction Fund  
San Bernardino, California

We have audited the financial statements of the Proposition 39 Bond Construction Fund of the San Bernardino Community College District (SBCCD) for the year ended June 30, 2009 and have issued our report thereon dated January 22, 2010. Professional standards require that we provide you with the following information related to our audit.

#### **Our Responsibility Under U.S. Generally Accepted Auditing Standards**

As stated in our engagement letter dated February 26, 2009, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

As part of our audit, we considered the internal control of the SBCCD Proposition 39 Bond Construction Fund. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

#### **Planned Scope and Timing of the Audit**

We performed the audit according to the planned scope and timing previously communicated to you in our engagement letter dated February 26, 2009.

## **Significant Audit Findings**

### **Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the SBCCD Proposition 39 Bond Construction Fund are described in Note 2 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2009. We noted no transactions entered into by the SBCCD Proposition 39 Bond Construction Fund during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

### **Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

### **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatement detected as a result of audit procedures was corrected by management: Investment earnings of \$1,711,637 were not recorded in the general ledger as of June 30, 2009.

### **Disagreements With Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

### **Management Representations**

We have requested certain representations from management that are included in the management representation letter dated January 22, 2010.

**Management Consultation With Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the SBCCD Proposition 39 Bond Construction Fund's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

**Other Audit Findings or Issues**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to our retention as auditors for the SBCCD Proposition 39 Bond Construction Fund. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Board of Trustees, Citizens' Oversight Committee, and management of the SBCCD Proposition 39 Bond Construction Fund and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*Eadie and Payne, LLP*

EDEN C. CASARENO, C.P.A.  
DEBORAH L. CROWLEY, C.P.A.  
TODD C. LANDRY, C.P.A.



ADRIENNE J. LINDGREN, C.P.A.  
JOHN F. PRENTICE, C.P.A.  
DAVID M. THAYER, C.P.A.  
FRANK M. ZABAleta, C.P.A.

*Certified Public Accountants  
and  
Business Advisors*

January 22, 2010

The Board of Trustees and  
The Citizens' Oversight Committee  
San Bernardino Community College District  
Proposition 39 Bond Construction Fund  
San Bernardino, California

In planning and performing our audit of the financial statements of the Proposition 39 Bond Construction Fund of the San Bernardino Community College District (SBCCD) as of and for the year ended June 30, 2009, in accordance with auditing standards generally accepted in the United States of America, we considered the SBCCD Proposition 39 Bond Construction Fund's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the SBCCD Proposition 39 Bond Construction Fund's internal control. Accordingly, we do not express an opinion on the effectiveness of the SBCCD Proposition 39 Bond Construction Fund's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and; therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the following deficiency in the SBCCD Proposition 39 Bond Construction Fund's internal control to be a material weakness.

We noted that the SBCCD Proposition 39 Bond Construction Fund did not record investment earnings of \$1,711,637 for Measure M in the general ledger during the year ended June 30, 2009. The SBCCD Proposition 39 Bond Construction Fund should ensure that all amounts earned are properly recorded and recognized on a timely basis.

This information is intended solely for the use of the Board of Trustees, Citizens' Oversight Committee, and management of the SBCCD Proposition 39 Bond Construction Fund and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

*Eadie and Payne, LHP*



## SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor, Fiscal Services  
PREPARED BY: Lawrence J. Klumas, Bond Program Director  
DATE: February 11, 2010  
SUBJECT: Summary of Bond Measure P Capital Improvement Program  
Change Orders and Amendments for Construction Contracts

### 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 of Trustees, this report is a summary of all construction change orders and amendments to date for projects at Crafton Hills College and San Bernardino Valley College, including those on today's Board agenda.

### ANALYSIS

Current submitted construction contract amendments and change orders for all Measure P projects total \$97,445 which is a 0.10% change of the overall project cost.

The analysis shows that construction contract change orders and amendments for all Measure P projects have been held to a minimal amount of \$ 2,592,292 which is only 2.56% of the project cost of \$101,271,667.

All change orders and amendments are approved following a specific process of review by the construction manager, architect, program/project managers, and District staff. Nonessential changes are rejected and never receive approval. Any changes determined to be essential to the health of the project and of major benefit to the District are approved and implemented.

### BOARD IMPERATIVE

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

### FINANCIAL IMPLICATIONS

Budgeted with Measure P funds.

Attachment

Measure P Projects  
**CHANGE SUMMARY by PROJECT**  
 (Including any contract amendments and change orders on the 2/11/2010 agenda)

February 11, 2010

**CONTRACT AMENDMENTS**

PROJECTS	Original Contract Amount	Contract Amendments		Base Contract Amount	Cumulative Contract Amendments
		Previous	Pending		
CHC-Crafton Hills College	\$ 45,390,983.00	\$ 103,037.00	\$ -	\$ 45,494,020.00	0.23%
SBVC-San Bernardino Valley College	\$ 53,653,768.00	\$ 838,649.00	\$ -	\$ 54,492,417.00	1.56%
<b>TOTAL for CONTRACT AMENDMENTS</b>	<b>\$ 99,044,751.00</b>	<b>\$ 941,686.00</b>	<b>\$ -</b>	<b>\$ 99,986,437.00</b>	<b>0.95%</b>

**CHANGE ORDERS**

PROJECTS	Base Contract Amount	Change Orders		New Contract Amount	Cumulative Change Orders
		Previous	Pending		
CHC-Crafton Hills College	\$ 45,494,020.00	\$ 596,311.00	\$ 108,580.00	\$ 46,198,911.00	1.55%
SBVC-San Bernardino Valley College	\$ 54,492,417.00	\$ 959,849.92	\$ (11,135.00)	\$ 55,441,131.92	1.74%
<b>TOTAL for CHANGE ORDERS</b>	<b>\$ 99,986,437.00</b>	<b>\$ 1,556,160.92</b>	<b>\$ 97,445.00</b>	<b>\$ 101,640,042.92</b>	<b>1.65%</b>

Crafton Hills College  
**CHANGE SUMMARY by PROJECT**

February 11, 2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

PROJECTS	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Cumulative Change Orders
		Previous	Pending	Previous	Pending		
INFRASTRUCTURE PACKAGE #1	\$ 416,723.00	\$ -	\$ -	\$ (4,277.00)	\$ -	\$ 416,723.00	-1.02%
INFRASTRUCTURE PACKAGE #2/3/4	\$ 15,039,018.00	\$ 97,578.00	\$ -	\$ 270,844.00	\$ 69,767.00	\$ 15,108,785.00	1.84%
CRF / INFRA PKG #5	\$ 8,058,150.00	\$ 5,459.00	\$ -	\$ 196,919.00	\$ 38,813.00	\$ 8,162,960.00	2.96%
LEARNING RESOURCE CENTER	\$ 22,424,233.00	\$ -	\$ -	\$ 132,825.00	\$ -	\$ 22,424,233.00	0.60%
<b>TOTAL</b>	<b>\$ 45,938,124.00</b>	<b>\$ 103,037.00</b>	<b>\$ -</b>	<b>\$ 596,311.00</b>	<b>\$ 108,580.00</b>	<b>\$ 46,112,701.00</b>	<b>1.53%</b>

Crafton Hills College  
**CHANGE SUMMARY by PROJECT**  
**INFRASTRUCTURE #1**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA1-01: Champion Electric	\$ 416,723.00			\$ (4,277.00)		\$ 416,723.00	-1.02%
<b>TOTAL</b>	<b>\$ 416,723.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,277.00)</b>	<b>\$ -</b>	<b>\$ 416,723.00</b>	<b>-1.02%</b>

**NO NEW CHANGE ORDERS**

Crafton Hills College  
**CHANGE SUMMARY by PROJECT**  
**INFRASTRUCTURE PACKAGE # 2/3/4**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA234-01: LD Anderson	\$ 1,230,900.00	\$ 43,847.00		\$ 85,753.00		\$ 1,230,900.00	7.49%
INFRA234-02: Coutts Heating & Cooling	\$ 5,677,000.00			\$ -	\$ (38,088.00)	\$ 5,638,912.00	0.00%
INFRA234-03: Fischer, Inc.	\$ 1,538,592.00			\$ 47,592.00	\$ 42,974.00	\$ 1,581,566.00	3.19%
INFRA234-04: RIS Electric	\$ 2,154,499.00	\$ 53,731.00		\$ 127,768.00	\$ 64,881.00	\$ 2,219,380.00	6.48%
INFRA234-05: Tidwell Concrete	\$ 2,289,804.00			\$ 12,008.00		\$ 2,289,804.00	0.00%
INFRA234-06: Sierra Landscape	\$ 1,621,323.00			\$ (2,277.00)		\$ 1,621,323.00	-0.14%
INFRA234-07: Inland Building Companies	\$ 526,900.00					\$ 526,900.00	0.00%
<b>TOTAL</b>	<b>\$ 15,039,018.00</b>	<b>\$ 97,578.00</b>	<b>\$ -</b>	<b>\$ 270,844.00</b>	<b>\$ 69,767.00</b>	<b>\$ 15,108,785.00</b>	<b>1.84%</b>

Crafton Hills College  
**CHANGE SUMMARY by PROJECT**  
**INFRASTRUCTURE #2**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA2-01: LD Anderson	\$ 172,420.00					\$ 172,420.00	
INFRA2-02: Coutts Heating & Cooling	\$ 2,100,490.00					\$ 2,100,490.00	
INFRA2-03: Fischer, Inc.	\$ 503,412.00			\$ 2,412.00		\$ 503,412.00	
INFRA2-04: RIS Electric	\$ 485,127.00			\$ 47,127.00		\$ 485,127.00	
INFRA2-05: Tidwell Concrete	\$ 444,537.00					\$ 444,537.00	
INFRA2-06: Sierra Landscape	\$ 202,000.00					\$ 202,000.00	
INFRA2-07: Inland Building Companies	\$ 107,600.00					\$ 107,600.00	
<b>TOTAL</b>	<b>\$ 4,015,586.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,539.00</b>	<b>\$ -</b>	<b>\$ 4,015,586.00</b>	

**NO NEW CHANGE ORDERS**

Crafton Hills College  
**CHANGE SUMMARY by PROJECT**  
**INFRASTRUCTURE #3**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA3-01: LD Anderson	\$ 500,330.00	\$ 43,847.00		\$ 85,753.00		\$ 500,330.00	
INFRA3-02: Coutts Heating & Cooling	\$ 3,576,510.00				\$ (38,088.00)	\$ 3,538,422.00	
INFRA3-03: Fischer, Inc.	\$ 980,180.00			\$ 45,180.00	\$ 42,974.00	\$ 1,023,154.00	
INFRA3-04: RIS Electric	\$ 1,356,372.00	\$ 53,731.00		\$ 80,641.00	\$ 64,881.00	\$ 1,421,253.00	
INFRA3-05: Tidwell Concrete	\$ 252,979.00					\$ 252,979.00	
INFRA3-06: Sierra Landscape	\$ 1,131,000.00					\$ 1,131,000.00	
INFRA3-07: Inland Building Companies	\$ 45,200.00					\$ 45,200.00	
<b>TOTAL</b>	<b>\$ 7,842,571.00</b>	<b>\$ 97,578.00</b>	<b>\$ -</b>	<b>\$ 211,574.00</b>	<b>\$ 69,767.00</b>	<b>\$ 7,912,338.00</b>	

Crafton Hills College  
**CHANGE SUMMARY by PROJECT**  
**INFRASTRUCTURE #4**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA4-01: LD Anderson	\$ 558,150.00					\$ 558,150.00	
INFRA4-03: Fischer, Inc.	\$ 55,000.00					\$ 55,000.00	
INFRA4-04: RIS Electric	\$ 313,000.00					\$ 313,000.00	
INFRA4-05: Tidwell Concrete	\$ 1,604,297.00			\$ 12,008.00		\$ 1,604,297.00	
INFRA4-06: Sierra Landscape	\$ 288,323.00			\$ (2,277.00)		\$ 288,323.00	
INFRA4-07: Inland Building Companies	\$ 374,100.00					\$ 374,100.00	
<b>TOTAL</b>	<b>\$ 3,192,870.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,731.00</b>	<b>\$ -</b>	<b>\$ 3,192,870.00</b>	



Crafton Hills College  
**CHANGE SUMMARY by PROJECT**  
**CRF / INFRA PKG # 5**

Revised 1/11/2010

(including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
CCRF-02: Crew, Inc.	\$ 732,000.00			\$ 37,543.00		\$ 769,543.00	5.13%
CCRF-03: Calcoast Concrete Const., Inc.	\$ 1,070,815.00					\$ 1,070,815.00	0.00%
CCRF-04: Nuway, Inc.	\$ 848,300.00			\$ 56,349.00		\$ 848,300.00	7.01%
CCRF-05: Anderson Charnesky	\$ 575,099.00			\$ 20,268.00		\$ 595,367.00	3.52%
CCRF-06: Bell Roof Company, Inc.	\$ 152,400.00			\$ 8,186.00		\$ 160,586.00	5.37%
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.	\$ 248,000.00					\$ 248,000.00	0.00%
CCRF-13: J.M. Farnan Co., Inc.	\$ 900,548.00	\$ 5,459.00		\$ 48,076.00		\$ 900,548.00	5.55%
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.	\$ 604,980.00					\$ 604,980.00	0.00%
CCRF-17: Condor, Inc.	\$ 1,148,300.00				\$ 38,813.00	\$ 1,187,113.00	3.38%
CCRF-18: RVH Constructors, Inc.	\$ 503,703.00			\$ 21,468.00		\$ 503,703.00	4.45%
INFRA5-19: RIS Electric	\$ 156,329.00			\$ 5,029.00		\$ 156,329.00	3.32%
<b>TOTAL</b>	<b>\$ 8,058,150.00</b>	<b>\$ 5,459.00</b>	<b>\$ -</b>	<b>\$ 196,919.00</b>	<b>\$ 38,813.00</b>	<b>\$ 8,162,960.00</b>	<b>2.96%</b>

**CHANGE SUMMARY by PROJECT**  
**INFRASTRUCTURE #5/CRF SITE PREPARATION**  
 (Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
INFRA5-19: RIS Electric	\$ 156,329.00			\$ 5,029.00		\$ 156,329.00	
INFRA5-02: Crew, Inc.	\$ 380,250.00					\$ 380,250.00	
INFRA5-03: Calcoast Concrete Const., Inc.	\$ 386,382.00					\$ 386,382.00	
INFRA5-13: J.M. Farnan Co., Inc.	\$ 430,459.00	\$ 5,459.00				\$ 430,459.00	
INFRA5-16: America West Landscape, Inc.	\$ 37,581.00					\$ 37,581.00	
<b>TOTAL</b>	<b>\$ 1,391,001.00</b>	<b>\$ 5,459.00</b>	<b>\$ -</b>	<b>\$ 5,029.00</b>	<b>\$ -</b>	<b>\$ 1,391,001.00</b>	

**NO NEW CHANGE ORDERS**

**CHANGE SUMMARY by PROJECT  
COMMUNITY RECREATION FACILITY**

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
CCRF-02: Crew, Inc.	\$ 389,293.00			\$ 37,543.00		\$ 389,293.00	
CCRF-03: Calcoast Concrete Const., Inc.	\$ 684,433.00					\$ 684,433.00	
CCRF-04: Nuway, Inc.	\$ 860,209.00			\$ 56,349.00		\$ 860,209.00	
CCRF-05: Anderson Charnesky	\$ 595,367.00			\$ 20,268.00		\$ 595,367.00	
CCRF-06: Bell Roof Company, Inc.	\$ 160,586.00			\$ 8,186.00		\$ 160,586.00	
CCRF-07: E J Enterprises	\$ 118,055.00					\$ 118,055.00	
CCRF-08: West Coast Painting & Drywall	\$ 32,331.00					\$ 32,331.00	
CCRF-09: J. Kel Painting & Wallcovering, Inc.	\$ 63,020.00					\$ 63,020.00	
CCRF-10: Lawrence W. Rosine Co.	\$ 19,990.00					\$ 19,990.00	
CCRF-11: Inland Building Const. Comp., Inc.	\$ 22,780.00					\$ 22,780.00	
CCRF-12: Inland Building Const. Comp., Inc.	\$ 248,000.00					\$ 248,000.00	
CCRF-13: J.M. Farnan Co., Inc.	\$ 483,076.00			\$ 48,076.00		\$ 483,076.00	
CCRF-14: Arrowhead Mechanical., Inc.	\$ 112,500.00					\$ 112,500.00	
CCRF-15: Champion Electric, Inc.	\$ 749,000.00					\$ 749,000.00	
CCRF-16: America West Landscape, Inc.	\$ 567,399.00					\$ 567,399.00	
CCRF-17: Condor, Inc.	\$ 1,148,300.00				\$ 38,813.00	\$ 1,187,113.00	
CCRF-18: RVH Constructors, Inc.	\$ 503,703.00			\$ 21,468.00		\$ 503,703.00	
<b>TOTAL</b>	<b>\$ 6,758,042.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 191,890.00</b>	<b>\$ 38,813.00</b>	<b>\$ 6,796,855.00</b>	

Crafton Hills College  
**CHANGE SUMMARY by PROJECT**  
**LEARNING RESOURCE CENTER**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Current Contract Amount	Contract Amendments		Change Orders		New Contract Amount	Change Order % of Contract
		Previous	Pending	Previous	Pending		
CLRC-02: Precision Concrete	\$ 3,306,760.00			\$ 32,060.00		\$ 3,306,760.00	0.98%
CLRC-03: Mid State Precast	\$ 1,371,000.00					\$ 1,371,000.00	0.00%
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	\$ 236,252.00					\$ 236,252.00	0.00%
CLRC-08: E J Enterprises	\$ 293,175.00					\$ 293,175.00	0.00%
CLRC-09: Padua Glass Enterprise, Inc.	\$ 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	\$ 248,200.00					\$ 248,200.00	0.00%
CLRC-12: Southcoast Acoustical Inters.	\$ 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.	\$ 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	\$ 548,200.00			\$ 32,685.00		\$ 548,200.00	6.34%
CLRC-18: Coutts Heating & Cooling	\$ 2,066,075.00			\$ 29,075.00		\$ 2,066,075.00	1.43%
CLRC-19: Shanks Electric Corporation	\$ 2,889,005.00			\$ 39,005.00		\$ 2,889,005.00	1.37%
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%
<b>TOTAL</b>	<b>\$ 22,424,233.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 132,825.00</b>	<b>\$ -</b>	<b>\$ 22,424,233.00</b>	<b>0.60%</b>

**NO NEW CHANGE ORDERS**

San Bernardino Valley College  
**CHANGE SUMMARY by PROJECT**

February 11, 2010

(Including any contract amendments and change orders on the 2/11/2014 agenda)

PROJECTS	Original Contract Amount	Contract Amendments		Base Contract Amount	Change Orders		New Contract Amount	Change Order % of Base Contract
		Previous	Pending		Previous	Pending		
North Hall Replacement	\$ 16,792,609.00	\$ 54,931.00	\$ -	\$ 16,847,540.00	\$ 170,493.00	\$ (5,985.00)	\$ 17,012,048.00	0.98%
Maintenance and Operations	\$ 4,041,000.00	\$ 471,180.00	\$ -	\$ 4,512,180.00	\$ 75,319.00	\$ -	\$ 4,587,499.00	1.67%
Media / Communications	\$ 8,299,368.00	\$ 64,966.00	\$ -	\$ 8,364,334.00	\$ 217,635.80	\$ (5,662.00)	\$ 8,576,307.80	2.53%
Chemistry / Science	\$ 23,472,824.00	\$ 247,572.00	\$ -	\$ 23,720,396.00	\$ 470,415.12	\$ 512.00	\$ 24,191,323.12	1.99%
Student Health Services	\$ 1,047,967.00	\$ -	\$ -	\$ 1,047,967.00	\$ 25,987.00	\$ -	\$ 1,073,954.00	2.48%
<b>TOTAL</b>	<b>\$ 53,653,768.00</b>	<b>\$ 838,649.00</b>	<b>\$ -</b>	<b>\$ 54,492,417.00</b>	<b>\$ 959,849.92</b>	<b>\$ (11,135.00)</b>	<b>\$ 55,441,131.92</b>	<b>1.74%</b>

\* Base Contract Amount = Original Contract Amount + Contract Amendments (Previous and/or Proposed). Contract Amendments are not applicable to the 10% change order guideline.

\* The Revised Original Contract Amount (the Base Contract Amount) is the amount used in the Change Order % calculation.

\* New Contract Amount = Base Contract Amount + Change Orders (Previous and/or Proposed).

San Bernardino Valley College  
**CHANGE SUMMARY by PROJECT**  
**NORTH HALL REPLACEMENT**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Original Contract Amount	Contract Amendments		Base Contract Amount	Change Orders		New Contract Amount	Change Order % of Base Contract
		Previous	Pending		Previous	Pending		
#2 - Mountain Movers Engr. Const.	\$ 173,900.00			\$ 173,900.00	\$ (3,346.00)		\$ 170,554.00	-1.92%
#3 - Devries Construction	\$ 2,434,395.00	\$ 37,895.00		\$ 2,472,290.00	\$ 43,341.00		\$ 2,515,631.00	1.75%
#4 - Blazing Industrial Steel	\$ 4,105,282.00			\$ 4,105,282.00			\$ 4,105,282.00	0.00%
#5 - Stolo Cabinets	\$ 99,000.00			\$ 99,000.00			\$ 99,000.00	0.00%
#6 - Best Contracting Services	\$ 372,835.00			\$ 372,835.00	\$ (2,158.00)		\$ 370,677.00	-0.58%
#7 - Bell Roof Company	\$ 198,000.00			\$ 198,000.00			\$ 198,000.00	0.00%
#8 - Montgomery Hardware	\$ 411,740.00			\$ 411,740.00			\$ 411,740.00	0.00%
#9 - Queen City Glass Co.	\$ 454,994.00			\$ 454,994.00	\$ 3,160.00		\$ 458,154.00	0.69%
#10 - Caston Plastering & Drywall	\$ 1,945,585.00			\$ 1,945,585.00	\$ (2,640.00)		\$ 1,942,945.00	-0.14%
#11 - New Image Commercial Flooring	\$ 80,000.00			\$ 80,000.00			\$ 80,000.00	0.00%
#12 - Southcoast Acoustical Interiors	\$ 287,100.00			\$ 287,100.00			\$ 287,100.00	0.00%
#13 - J. Kel Painting & Wallcovering	\$ 142,755.00			\$ 142,755.00			\$ 142,755.00	0.00%
#14 - Inland Building Companies	\$ 1,264,000.00			\$ 1,264,000.00	\$ 902.00	\$ (5,985.00)	\$ 1,258,917.00	-0.40%
#15 - Inland Building Companies	\$ 293,300.00			\$ 293,300.00			\$ 293,300.00	0.00%
#16 - Daart Engineering Co.	\$ 208,535.00			\$ 208,535.00	\$ 721.00		\$ 209,256.00	0.35%
#17 - Pro Tec Mechanical	\$ 763,288.00			\$ 763,288.00	\$ (2,211.00)		\$ 761,077.00	-0.29%
#18 - Arrowhead Mechanical	\$ 1,247,000.00			\$ 1,247,000.00	\$ 111,367.00		\$ 1,358,367.00	8.93%
#19 - BEC Inc.	\$ 2,125,000.00			\$ 2,125,000.00	\$ 21,357.00		\$ 2,146,357.00	1.01%
#20 - Sierra Landscape	\$ 185,900.00	\$ 17,036.00		\$ 202,936.00			\$ 202,936.00	0.00%
<b>TOTAL</b>	<b>\$ 16,792,609.00</b>	<b>\$ 54,931.00</b>	<b>\$ -</b>	<b>\$ 16,847,540.00</b>	<b>\$ 170,493.00</b>	<b>\$ (5,985.00)</b>	<b>\$ 17,012,048.00</b>	<b>0.98%</b>

San Bernardino Valley College  
**CHANGE SUMMARY by PROJECT**  
**MAINTENANCE and OPERATIONS**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Original Contract Amount	Contract Amendments		Base Contract Amount	Change Orders		New Contract Amount	Change Order % of Base Contract
		Previous	Pending		Previous	Pending		
<b>Maintenance &amp; Operations Building:</b>								
#1 - Oakview Construction - Site	\$ 924,000.00	\$ 254,272.00		\$ 1,178,272.00	\$ 14,809.00		\$ 1,193,081.00	1.26%
#2 - Oakview Construction - Building	\$ 1,832,000.00	\$ 198,575.00		\$ 2,030,575.00	\$ 18,056.00		\$ 2,048,631.00	0.89%
<b>Custodial Building:</b>								
#1 - Lee & Stires	\$ 370,000.00	\$ 18,333.00		\$ 388,333.00	\$ 49,855.00		\$ 438,188.00	12.84%
#2 - Klassic Engineering & Const., Inc.	\$ 915,000.00			\$ 915,000.00	\$ (7,401.00)		\$ 907,599.00	-0.81%
<b>TOTAL</b>	<b>\$ 4,041,000.00</b>	<b>\$ 471,180.00</b>	<b>\$ -</b>	<b>\$ 4,512,180.00</b>	<b>\$ 75,319.00</b>	<b>\$ -</b>	<b>\$ 4,587,499.00</b>	<b>1.67%</b>

**NO NEW CHANGE ORDERS**

San Bernardino Valley College  
**CHANGE SUMMARY by PROJECT**  
**MEDIA / COMMUNICATIONS**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Original Contract Amount	Contract Amendments		Base Contract Amount	Change Orders		New Contract Amount	Change Order % of Base Contract
		Previous	Pending		Previous	Pending		
#2 - Mountain Movers Engr. Const.	\$ 374,899.00	\$ 30,429.00		\$ 405,328.00			\$ 405,328.00	0.00%
#3 - RC Construction Services	\$ 1,129,000.00	\$ 8,373.00		\$ 1,137,373.00	\$ (5,553.00)		\$ 1,131,820.00	-0.49%
#4 - KCB Towers	\$ 1,363,340.00	\$ 7,039.00		\$ 1,370,379.00	\$ 7,811.00		\$ 1,378,190.00	0.57%
#5 - K&Z Cabinets	\$ 24,520.00			\$ 24,520.00			\$ 24,520.00	0.00%
#6 - RB Sheet Metal	\$ 280,000.00			\$ 280,000.00	\$ 4,151.50	\$ 500.00	\$ 284,651.50	1.63%
#7 - Bell Roof Co.	\$ 283,673.00			\$ 283,673.00	\$ 1,288.00	\$ (20,000.00)	\$ 264,961.00	-7.06%
#8 - Montgomery Hardware	\$ 217,700.00			\$ 217,700.00	\$ 12,701.00		\$ 230,401.00	5.51%
#9 - Roy E. Whitehead	\$ 329,675.00			\$ 329,675.00	\$ 25,876.30		\$ 355,551.30	7.28%
#10 - Sierra Lathing Co.	\$ 820,000.00			\$ 820,000.00	\$ 14,038.00	\$ 8,012.00	\$ 842,050.00	2.62%
#11 - Pro Spectra	\$ 119,820.00			\$ 119,820.00			\$ 119,820.00	0.00%
#12 - Southcoast Acoustical Interiors	\$ 45,500.00			\$ 45,500.00			\$ 45,500.00	0.00%
#13 - Alonso Painting	\$ 59,000.00			\$ 59,000.00			\$ 59,000.00	0.00%
#14 - RVH Constructors	\$ 212,700.00			\$ 212,700.00			\$ 212,700.00	0.00%
#16 - J.G. Tate Fire Protection	\$ 151,111.00			\$ 151,111.00	\$ 500.00		\$ 151,611.00	0.33%
#17 - Pro-Tech Mechanical	\$ 422,925.00	\$ 19,125.00		\$ 442,050.00	\$ 13,139.00		\$ 455,189.00	2.89%
#18 - West Tech Mechanical	\$ 1,000,000.00			\$ 1,000,000.00	\$ 66,900.00		\$ 1,066,900.00	6.27%
#19 - Daniels Electrical Construction	\$ 1,283,000.00			\$ 1,283,000.00	\$ 76,784.00	\$ 5,826.00	\$ 1,365,610.00	6.05%
#20 - America West Landscape	\$ 182,505.00			\$ 182,505.00			\$ 182,505.00	0.00%
<b>TOTAL</b>	<b>\$ 8,299,368.00</b>	<b>\$ 64,966.00</b>	<b>\$ -</b>	<b>\$ 8,364,334.00</b>	<b>\$ 217,635.80</b>	<b>\$ (5,662.00)</b>	<b>\$ 8,576,307.80</b>	<b>2.47%</b>



San Bernardino Valley College  
**CHANGE SUMMARY by PROJECT**  
**CHEMISTRY / SCIENCE**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Original Contract Amount	Contract Amendments		Base Contract Amount	Change Orders		New Contract Amount	Change Order % of Base Contract
		Previous	Pending		Previous	Pending		
#1A - Environmental Const. Group	\$ 96,900.00	\$ 28,740.00		\$ 125,640.00			\$ 125,640.00	0.00%
#1B - Ampco Contracting	\$ 410,000.00	\$ 18,890.00		\$ 428,890.00			\$ 428,890.00	0.00%
#2 - Crew Inc.	\$ 1,745,000.00			\$ 1,745,000.00			\$ 1,745,000.00	0.00%
#3 - RC Construction	\$ 2,409,000.00			\$ 2,409,000.00			\$ 2,409,000.00	0.00%
#4 - ACCC, Inc.	\$ 3,398,000.00			\$ 3,398,000.00			\$ 3,398,000.00	0.00%
#5 - Advanced Lab Concepts	\$ 1,130,171.00			\$ 1,130,171.00			\$ 1,130,171.00	0.00%
#6 - Crowner Sheet Metal	\$ 386,300.00			\$ 386,300.00			\$ 386,300.00	0.00%
#7 - Stone Roofing Co.	\$ 251,600.00			\$ 251,600.00			\$ 251,600.00	0.00%
#8 - Montgomery Hardware	\$ 293,970.00			\$ 293,970.00	\$ 2,331.00		\$ 296,301.00	0.79%
#9 - Perfection Glass	\$ 443,600.00			\$ 443,600.00		\$ 512.00	\$ 444,112.00	0.12%
#10 - Caston Plastering & Drywall	\$ 1,985,585.00	\$ 1,705.00		\$ 1,987,290.00	\$ (3,449.00)		\$ 1,983,841.00	-0.17%
#11 - Empire Floor Covering	\$ 305,750.00			\$ 305,750.00			\$ 305,750.00	0.00%
#12 - Southcoast Acoustical Interiors	\$ 336,870.00			\$ 336,870.00			\$ 336,870.00	0.00%
#13 - Prime Painting Contractors	\$ 143,750.00			\$ 143,750.00			\$ 143,750.00	0.00%
#14 - Inland Building Construction	\$ 683,000.00			\$ 683,000.00	\$ (7,403.00)		\$ 675,597.00	-1.08%
#15 - RVH Constructors	\$ 311,000.00			\$ 311,000.00			\$ 311,000.00	0.00%
#16 - Fisher, Inc.	\$ 199,000.00			\$ 199,000.00			\$ 199,000.00	0.00%
#17 - Fisher, Inc.	\$ 1,546,235.00			\$ 1,546,235.00	\$ 16,535.00		\$ 1,562,770.00	1.07%
#18 - Coutts Heating & Cooling	\$ 3,347,000.00	\$ 11,979.00		\$ 3,358,979.00	\$ 80,501.00		\$ 3,439,480.00	2.40%
#19 - RDM Electrical	\$ 2,311,800.00	\$ 48,012.00		\$ 2,359,812.00	\$ 105,664.00		\$ 2,465,476.00	4.48%
#20 - Marina Landscaping	\$ 299,000.00			\$ 299,000.00			\$ 299,000.00	0.00%
Mobile Modular-Lease	\$ 447,319.00			\$ 447,319.00	\$ (4,230.31)		\$ 443,088.69	-0.95%
Silvercreek Industries-Purchase	\$ 163,974.00			\$ 163,974.00	\$ 35,150.43		\$ 199,124.43	21.44%
Fast-Track Construction	\$ 828,000.00	\$ 138,246.00		\$ 966,246.00	\$ 245,316.00		\$ 1,211,562.00	25.39%
<b>TOTAL</b>	<b>\$ 23,472,824.00</b>	<b>\$ 247,572.00</b>	<b>\$ -</b>	<b>\$ 23,720,396.00</b>	<b>\$ 470,415.12</b>	<b>\$ 512.00</b>	<b>\$ 24,191,323.12</b>	<b>1.99%</b>

San Bernardino Valley College  
**CHANGE SUMMARY by PROJECT**  
**STUDENT HEALTH SERVICES**

Revised 1/11/2010

(Including any contract amendments and change orders on the 2/11/2010 agenda)

Contractors	Original Contract Amount	Contract Amendments		Base Contract Amount	Change Orders		New Contract Amount	Change Order % of Base Contract
		Previous	Pending		Previous	Pending		
PCN3	\$ 338,000.00			\$ 338,000.00	\$ 19,282.00		\$ 357,282.00	5.70%
Modular Structures Int'l, Inc.	\$ 709,967.00			\$ 709,967.00	\$ 6,705.00		\$ 716,672.00	0.94%
<b>TOTAL</b>	<b>\$ 1,047,967.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,047,967.00</b>	<b>\$ 25,987.00</b>	<b>\$ -</b>	<b>\$ 1,073,954.00</b>	<b>2.48%</b>

**NO NEW CHANGE ORDERS**

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
PREPARED BY: Crispina Ongoco, Director of Fiscal Services  
DATE: February 11, 2010  
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 review.

ANALYSIS

This revenue and expenditure report is for the period of December 17, 2009 through January 19, 2010. It reflects summary information for all District funds, grouped by expense category within each fund.

To date, we have spent and encumbered about 46.1% of our budgeted general funds. Last year, about this time, we had spent and encumbered about 47.8% of our funds which reflects a somewhat slower rate of spending (1.70%).

We are on target with our cash flow based on the borrowing of short term funds through the Board approved TRAN (Tax and Revenue Anticipation Note). The State deferrals of our operating cash have caused us to advance cash, earn less interest, and pay interest on TRAN borrowing.

BOARD IMPERATIVE

III. Resource management for efficiency, effectiveness, and excellence.

FINANCIAL IMPLICATIONS

None.

Attachments

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
		CURRENT	YEAR TO DATE				
8100.00 FEDERAL HEA REVENUES	6,230,988.08	4,740.90	1,143,821.80	18.3	0.00	5,087,166.28	81.6
8600.00 STATE REVENUES	64,028,338.42	2,881,416.22	33,617,888.22	52.5	0.00	30,410,450.20	47.4
8800.00 LOCAL REVENUES	21,189,703.62	6,071,289.67	11,473,504.73	54.1	0.00	9,716,198.89	45.8
8900.00 OTHER FINANCING SOURCES	899,817.74	1,932.10	7,882.10	.8	0.00	891,935.64	99.1
TOTAL: 8000	92,348,847.86	8,959,378.89	46,243,096.85	50.0	0.00	46,105,751.01	49.9
1100.00 CONTRACT CLASSROOM INST.	15,669,823.80	1,552,990.15	7,828,116.19	49.9	0.00	7,841,707.61	50.0
1200.00 CONTRACT CERT. ADMINISTRATORS	8,866,449.12	734,171.06	4,395,058.14	49.5	0.00	4,471,390.98	50.4
1300.00 INSTRUCTORS DAY/HOURLY	8,355,533.48	804,570.67	4,302,278.99	51.4	224,944.86	3,828,309.63	45.8
1400.00 NON-INSTRUCTION HOURLY CERT.	752,301.23	41,180.88	374,978.00	49.8	0.00	377,323.23	50.1
TOTAL: 1000	33,644,107.63	3,132,912.76	16,900,431.32	50.2	224,944.86	16,518,731.45	49.0
2100.00 CONTRACT CLASSIFIED NON-INSTR.	17,132,452.52	1,381,596.73	8,404,075.52	49.0	0.00	8,728,377.00	50.9
2200.00 INSTRUCTIONAL AIDS	1,456,561.38	120,608.94	708,389.26	48.6	0.00	748,172.12	51.3
2300.00 NON-INSTRUCTION HOURLY CLASS.	1,898,612.85	157,410.18	905,983.12	47.7	0.00	992,629.73	52.2
2400.00 INST AIDES-HOURLY- DIR.INSTRUC	1,019,889.69	83,568.88	419,605.32	41.1	0.00	600,284.37	58.8
TOTAL: 2000	21,507,516.44	1,743,184.73	10,438,053.22	48.5	0.00	11,069,463.22	51.4
3100.00 CERTIFICATED RETIREMENT	2,729,196.00	227,467.87	1,228,808.58	45.0	0.00	1,500,387.42	54.9
3200.00 CLASSIFIED RETIREMENT	2,218,668.85	158,895.17	957,429.89	43.1	0.00	1,261,238.96	56.8
3300.00 OASDHI/FICA	2,068,362.71	169,167.63	1,009,872.36	48.8	0.00	1,058,490.35	51.1
3400.00 HEALTH AND WELFARE BENEFITS	6,058,142.58	510,077.56	3,053,735.77	50.4	0.00	3,004,406.81	49.5
3500.00 STATE UNEMPLOYMENT INSURANCE	200,220.97	14,232.22	109,950.52	54.9	0.00	90,270.45	45.0
3600.00 WORKERS COMPENSATION INSURANCE	803,015.00	66,516.19	399,316.19	49.7	0.00	403,698.81	50.2
3900.00 OTHER BENEFITS	59,384.86	4,125.57	46,554.83	78.3	0.00	12,830.03	21.6
TOTAL: 3000	14,136,990.97	1,150,482.21	6,805,668.14	48.1	0.00	7,331,322.83	51.8
4100.00 TEXTBOOKS	22,334.78	2,604.62	4,659.41	20.8	3,009.50	14,665.87	65.6
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	130,066.74	318.39	34,950.09	26.8	40,688.63	54,428.02	41.8
4300.00 INSTRUCTIONAL SUPPLIES	453,528.88	24,384.86	171,184.87	37.7	45,172.15	237,171.86	52.2
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	107,873.17	1,889.32	25,520.44	23.6	1,984.89	80,367.84	74.5
4500.00 NONINSTRUCTIONAL SUPPLIES	1,251,674.51	49,288.74	383,079.81	30.6	336,406.12	532,188.58	42.5
4700.00 FOOD SUPPLIES	40,100.00	12.89	3,549.87	8.8	8,400.53	28,149.60	70.1
TOTAL: 4000	2,005,578.08	78,473.04	622,944.49	31.0	435,661.82	946,971.77	47.2
5100.00 PERSON&CONSULTANT SVC-DIST USE	4,030,084.67	173,863.18	1,059,473.75	26.2	1,493,724.97	1,476,885.95	36.6
5200.00 TRAVEL & CONFERENCE EXPENSES	709,222.14	10,216.62	126,364.63	17.8	56,302.01	526,555.50	74.2
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	389,802.00	9,454.44	149,559.02	38.3	94,889.99	145,352.99	37.2
5400.00 INSURANCES - DISTRICT USE	92,617.75	0.00	79,610.00	85.9	0.00	13,007.75	14.0
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	2,869,218.93	116,212.30	1,454,995.60	50.7	1,231,102.95	183,120.38	6.3
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	1,882,034.20	142,336.70	854,691.52	45.4	598,992.71	428,349.97	22.7
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	1,047,800.00	158,627.76	331,110.36	31.6	413,149.17	303,540.47	28.9
5800.00 OTHER OPERATING EXP-DIST. USE	5,039,628.82	75,617.94	696,824.78	13.8	520,190.72	3,822,613.32	75.8
5900.00 INTERPROGRAM CHARGES-DIST.USE	200.00	0.00	0.00	.0	0.00	200.00	100.0
TOTAL: 5000	16,060,608.51	686,328.94	4,752,629.66	29.5	4,408,352.52	6,899,626.33	42.9

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL: 1000-5999	87,354,801.63	6,791,381.68	39,519,726.83	45.2	5,068,959.20	42,766,115.60	48.9
6100.00 SITES & IMPROVEMENTS-DIST. USE	276,893.80	6,665.00	6,665.00	2.4	0.00	270,228.80	97.5
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	551,330.88	0.00	4,963.80	.9	10,274.95	536,092.13	97.2
6300.00 LIBRARY BOOKS - EXPANSION	73,075.43	7,836.99	37,237.62	50.9	27,765.55	8,072.26	11.0
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	2,269,999.08	74,483.60	432,831.16	19.0	654,689.11	1,182,478.81	52.0
TOTAL: 6000	3,171,299.19	88,985.59	481,697.58	15.1	692,729.61	1,996,872.00	62.9
TOTAL: 1000-6999	90,526,100.82	6,880,367.27	40,001,424.41	44.1	5,761,688.81	44,762,987.60	49.4
7200.00 INTRAFUND TRANSFERS OUT	868,450.00	0.00	0.00	.0	0.00	868,450.00	100.0
7300.00 INTERFUND TRANSFERS	4,697,157.00	133,889.00	849,423.00	18.0	0.00	3,847,734.00	81.9
7500.00 OTHER OUTGO-STUDENT FIN AID	76,506.00	0.00	5,125.00	6.6	2,700.00	68,681.00	89.7
7600.00 OTHER STUDENT AID	884,472.38	12,083.85	341,511.70	38.6	196,250.93	346,709.75	39.1
7900.00 RESERVE FOR CONTINGENCIES	5,429,983.00	0.00	0.00	.0	0.00	5,429,983.00	100.0
TOTAL: 7000	11,956,568.38	145,972.85	1,196,059.70	10.0	198,950.93	10,561,557.75	88.3
TOTAL: 1000-7999	102,482,669.20	7,026,340.12	41,197,484.11	40.1	5,960,639.74	55,324,545.35	53.9

BDX110  
 ALL FUNDS  
 72 San Bernardino Community Col

BEST NET CONSORTIUM  
 BUDGET SUMMARY REPORT  
 12/17/2009 TO 01/19/2010

#J1776

01/20/2010

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Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	92,348,847.86	8,959,378.89	46,243,096.85	50.0	0.00	46,105,751.01	49.9
TOTAL:	1000-5999	87,354,801.63	6,791,381.68	39,519,726.83	45.2	5,068,959.20	42,766,115.60	48.9
TOTAL:	1000-6999	90,526,100.82	6,880,367.27	40,001,424.41	44.1	5,761,688.81	44,762,987.60	49.4
TOTAL:	1000-7999	102,482,669.20	7,026,340.12	41,197,484.11	40.1	5,960,639.74	55,324,545.35	53.9
TOTAL EXPENSES	(1000 - 7999)	102,482,669.20	7,026,340.12	41,197,484.11	40.1	5,960,639.74	55,324,545.35	53.9

BDX110  
 ALL FUNDS  
 72 San Bernardino Community Col

BEST NET CONSORTIUM  
 BUDGET SUMMARY REPORT  
 12/17/2009 TO 01/19/2010

#J1776  
 01/20/2010  
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Fund: 39 BLUE SHIELD MEMBERS CONT

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	800.00	0.00	126.40	15.8	0.00	673.60	84.2
TOTAL: 8000	800.00	0.00	126.40	15.8	0.00	673.60	84.2
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

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Fund: 39 BLUE SHIELD MEMBERS CONT SUMMARY

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SUMMARY BY OBJECT		WORKING	EXPENDED/RECEIVED				PENDED/	UNENCUMBERED		
		BUDGET	CURRENT	YEAR TO DATE	%	ENCUMBERED	BALANCE	%		
=====		=====								
TOTAL INCOME	(8000 - 8999)	800.00	0.00	126.40	15.8	0.00	673.60	84.2		
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		



Fund: 41 CAPITAL OUTLAY PROJECTS FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/ CURRENT	RECEIVED YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8600.00 STATE REVENUES	54,816,190.17	3,710,009.37	4,101,605.16	7.4	0.00	50,714,585.01	92.5
8800.00 LOCAL REVENUES	949,354.40	2,406.39	1,051,863.92	100.0	0.00	102,509.52-	.0
8900.00 OTHER FINANCING SOURCES	194,399.00	0.00	0.00	.0	0.00	194,399.00	100.0
TOTAL: 8000	55,959,943.57	3,712,415.76	5,153,469.08	9.2	0.00	50,806,474.49	90.7
5100.00 PERSON&CONSULTANT SVC-DIST USE	3,490.00	0.00	0.00	.0	0.00	3,490.00	100.0
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	21,412.00	0.00	1,470.00	6.8	0.00	19,942.00	93.1
5800.00 OTHER OPERATING EXP-DIST. USE	37,387.40	0.00	0.00	.0	0.00	37,387.40	100.0
TOTAL: 5000	62,289.40	0.00	1,470.00	2.3	0.00	60,819.40	97.6
TOTAL: 1000-5999	62,289.40	0.00	1,470.00	2.3	0.00	60,819.40	97.6
6100.00 SITES & IMPROVEMENTS-DIST. USE	4,763,745.92	1,630.84	183,903.13	3.8	216,963.79	4,362,879.00	91.5
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	58,801,351.81	1,391,324.95	16,206,752.51	27.5	38,046,497.56	4,548,101.74	7.7
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	92,319.34	1,422.04	1,422.04	1.5	23,367.16	67,530.14	73.1
TOTAL: 6000	63,657,417.07	1,394,377.83	16,392,077.68	25.7	38,286,828.51	8,978,510.88	14.1
TOTAL: 1000-6999	63,719,706.47	1,394,377.83	16,393,547.68	25.7	38,286,828.51	9,039,330.28	14.1
7300.00 INTERFUND TRANSFERS	27,342.00	0.00	0.00	.0	0.00	27,342.00	100.0
7900.00 RESERVE FOR CONTINGENCIES	55,046.00	0.00	0.00	.0	0.00	55,046.00	100.0
TOTAL: 7000	82,388.00	0.00	0.00	.0	0.00	82,388.00	100.0
TOTAL: 1000-7999	63,802,094.47	1,394,377.83	16,393,547.68	25.6	38,286,828.51	9,121,718.28	14.2

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Fund: 41 CAPITAL OUTLAY PROJECTS FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	55,959,943.57	3,712,415.76	5,153,469.08	9.2	0.00	50,806,474.49	90.7
TOTAL:	1000-5999	62,289.40	0.00	1,470.00	2.3	0.00	60,819.40	97.6
TOTAL:	1000-6999	63,719,706.47	1,394,377.83	16,393,547.68	25.7	38,286,828.51	9,039,330.28	14.1
TOTAL:	1000-7999	63,802,094.47	1,394,377.83	16,393,547.68	25.6	38,286,828.51	9,121,718.28	14.2
TOTAL EXPENSES	(1000 - 7999)	63,802,094.47	1,394,377.83	16,393,547.68	25.6	38,286,828.51	9,121,718.28	14.2

Fund: 42 REVENUE BOND CONSTRUCTION FU

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	2,200,000.00	0.00	699,002.83	31.7	0.00	1,500,997.17	68.2
TOTAL: 8000	2,200,000.00	0.00	699,002.83	31.7	0.00	1,500,997.17	68.2
2300.00 NON-INSTRUCTION HOURLY CLASS.	500.00	0.00	146.36	29.2	0.00	353.64	70.7
TOTAL: 2000	500.00	0.00	146.36	29.2	0.00	353.64	70.7
3300.00 OASDHI/FICA	38.00	0.00	10.99	28.9	0.00	27.01	71.0
3500.00 STATE UNEMPLOYMENT INSURANCE	2.00	0.00	0.43	21.5	0.00	1.57	78.5
TOTAL: 3000	40.00	0.00	11.42	28.5	0.00	28.58	71.4
4500.00 NONINSTRUCTIONAL SUPPLIES	2,000.00	32.79	32.79	1.6	567.21	1,400.00	70.0
TOTAL: 4000	2,000.00	32.79	32.79	1.6	567.21	1,400.00	70.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	399,587.82	9,900.00	9,900.00	2.4	85,600.00	304,087.82	76.1
5400.00 INSURANCES - DISTRICT USE	64,402.51	0.00	39,671.00	61.5	0.00	24,731.51	38.4
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	195,000.00	0.00	101,914.69	52.2	76,485.11	16,600.20	8.5
5800.00 OTHER OPERATING EXP-DIST. USE	82,000.00	0.00	0.00	.0	0.00	82,000.00	100.0
TOTAL: 5000	740,990.33	9,900.00	151,485.69	20.4	162,085.11	427,419.53	57.6
TOTAL: 1000-5999	743,530.33	9,932.79	151,676.26	20.3	162,652.32	429,201.75	57.7
6100.00 SITES & IMPROVEMENTS-DIST. USE	15,304,517.01	524,340.91	4,026,257.23	26.3	3,078,080.37	8,200,179.41	53.5
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	72,983,520.98	1,701,769.73	7,193,944.87	9.8	19,625,901.48	46,163,674.63	63.2
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	9,335,876.10	5,000.00	117,005.61	1.2	2,346,305.72	6,872,564.77	73.6
TOTAL: 6000	97,623,914.09	2,231,110.64	11,337,207.71	11.6	25,050,287.57	61,236,418.81	62.7
TOTAL: 1000-6999	98,367,444.42	2,241,043.43	11,488,883.97	11.6	25,212,939.89	61,665,620.56	62.6
7900.00 RESERVE FOR CONTINGENCIES	18,590,000.00	0.00	0.00	.0	0.00	18,590,000.00	100.0
TOTAL: 7000	18,590,000.00	0.00	0.00	.0	0.00	18,590,000.00	100.0
TOTAL: 1000-7999	116,957,444.42	2,241,043.43	11,488,883.97	9.8	25,212,939.89	80,255,620.56	68.6

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Fund: 42 REVENUE BOND CONSTRUCTION FU SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,200,000.00	0.00	699,002.83	31.7	0.00	1,500,997.17	68.2
TOTAL:	1000-5999	743,530.33	9,932.79	151,676.26	20.3	162,652.32	429,201.75	57.7
TOTAL:	1000-6999	98,367,444.42	2,241,043.43	11,488,883.97	11.6	25,212,939.89	61,665,620.56	62.6
TOTAL:	1000-7999	116,957,444.42	2,241,043.43	11,488,883.97	9.8	25,212,939.89	80,255,620.56	68.6
TOTAL EXPENSES	(1000 - 7999)	116,957,444.42	2,241,043.43	11,488,883.97	9.8	25,212,939.89	80,255,620.56	68.6

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Fund: 51 BOOKSTORE FUND

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SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%	
=====								
8800.00 LOCAL REVENUES	0.00	0.00	399.74	100.0	0.00	399.74-	.0	
TOTAL: 8000	0.00	0.00	399.74	100.0	0.00	399.74-	.0	

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Fund: 51 BOOKSTORE FUND

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SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	0.00	0.00	399.74	100.0	0.00	399.74-	.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	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0

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Fund: 68 RETIREE BENEFIT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	36,000.00	0.00	5,659.59	15.7	0.00	30,340.41	84.2
8900.00 OTHER FINANCING SOURCES	2,300,000.00	0.00	0.00	.0	0.00	2,300,000.00	100.0
TOTAL: 8000	2,336,000.00	0.00	5,659.59	.2	0.00	2,330,340.41	99.7
3900.00 OTHER BENEFITS	610,000.00	0.00	352,527.00	57.7	0.00	257,473.00	42.2
TOTAL: 3000	610,000.00	0.00	352,527.00	57.7	0.00	257,473.00	42.2
TOTAL: 1000-5999	610,000.00	0.00	352,527.00	57.7	0.00	257,473.00	42.2
7900.00 RESERVE FOR CONTINGENCIES	2,800,000.00	0.00	0.00	.0	0.00	2,800,000.00	100.0
TOTAL: 7000	2,800,000.00	0.00	0.00	.0	0.00	2,800,000.00	100.0
TOTAL: 1000-7999	3,410,000.00	0.00	352,527.00	10.3	0.00	3,057,473.00	89.6

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Fund: 68 RETIREE BENEFIT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	2,336,000.00	0.00	5,659.59	.2	0.00	2,330,340.41	99.7
TOTAL:	1000-5999	610,000.00	0.00	352,527.00	57.7	0.00	257,473.00	42.2
TOTAL:	1000-6999	610,000.00	0.00	352,527.00	57.7	0.00	257,473.00	42.2
TOTAL:	1000-7999	3,410,000.00	0.00	352,527.00	10.3	0.00	3,057,473.00	89.6
TOTAL EXPENSES	(1000 - 7999)	3,410,000.00	0.00	352,527.00	10.3	0.00	3,057,473.00	89.6



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Fund: 69 EMPL LOAD BANKING TRUST FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	3,200.00	0.00	387.92	12.1	0.00	2,812.08	87.8
TOTAL: 8000	3,200.00	0.00	387.92	12.1	0.00	2,812.08	87.8
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

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Fund: 69 EMPL LOAD BANKING TRUST FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	3,200.00	0.00	387.92	12.1	0.00	2,812.08	87.8
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

Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE			BALANCE	%
8100.00 FEDERAL HEA REVENUES	142,220.00	453.91	34,420.05	24.2	0.00	107,799.95	75.7
8600.00 STATE REVENUES	2,044,379.50	177,517.14	498,567.97	24.3	0.00	1,545,811.53	75.6
8800.00 LOCAL REVENUES	243,000.00	26,854.35	88,603.94	36.4	0.00	154,396.06	63.5
TOTAL: 8000	2,429,599.50	204,825.40	621,591.96	25.5	0.00	1,808,007.54	74.4
2100.00 CONTRACT CLASSIFED NON-INSTR.	1,082,125.00	84,398.64	506,560.81	46.8	0.00	575,564.19	53.1
2300.00 NON-INSTRUCTION HOURLY CLASS.	316,700.00	15,844.22	108,656.04	34.3	0.00	208,043.96	65.6
TOTAL: 2000	1,398,825.00	100,242.86	615,216.85	43.9	0.00	783,608.15	56.0
3100.00 CERTIFICATED RETIREMENT	25,717.00	2,030.02	12,902.75	50.1	0.00	12,814.25	49.8
3200.00 CLASSIFIED RETIREMENT	66,498.00	5,982.85	36,550.84	54.9	0.00	29,947.16	45.0
3300.00 OASDHI/FICA	61,395.00	5,049.06	31,256.69	50.9	0.00	30,138.31	49.0
3400.00 HEALTH AND WELFARE BENEFITS	258,993.00	22,756.80	136,540.80	52.7	0.00	122,452.20	47.2
3500.00 STATE UNEMPLOYMENT INSURANCE	3,602.00	271.80	1,709.69	47.4	0.00	1,892.31	52.5
3600.00 WORKERS COMPENSATION INSURANCE	35,000.00	3,200.00	19,000.00	54.2	0.00	16,000.00	45.7
3900.00 OTHER BENEFITS	1,461.00	189.00	1,134.00	77.6	0.00	327.00	22.3
TOTAL: 3000	452,666.00	39,479.53	239,094.77	52.8	0.00	213,571.23	47.1
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	100.00	0.00	0.00	.0	0.00	100.00	100.0
4300.00 INSTRUCTIONAL SUPPLIES	39,228.00	1,671.88	5,359.37	13.6	12,028.07	21,840.56	55.6
4500.00 NONINSTRUCTIONAL SUPPLIES	65,040.50	2,352.78	16,452.42	25.2	10,977.57	37,610.51	57.8
4700.00 FOOD SUPPLIES	122,047.00	5,683.24	43,909.82	35.9	53,878.59	24,258.59	19.8
TOTAL: 4000	226,415.50	9,707.90	65,721.61	29.0	76,884.23	83,809.66	37.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	2,600.00	0.00	0.00	.0	1,800.00	800.00	30.7
5200.00 TRAVEL & CONFERENCE EXPENSES	1,500.00	0.00	240.00	16.0	0.00	1,260.00	84.0
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	4,150.00	0.00	223.45	5.3	400.00	3,526.55	84.9
5800.00 OTHER OPERATING EXP-DIST. USE	138,045.00	82.00	2,232.00	1.6	0.00	135,813.00	98.3
TOTAL: 5000	146,295.00	82.00	2,695.45	1.8	2,200.00	141,399.55	96.6
TOTAL: 1000-5999	2,224,201.50	149,512.29	922,728.68	41.4	79,084.23	1,222,388.59	54.9
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	9,000.00	0.00	11.20-	.0	0.00	9,011.20	100.0
TOTAL: 6000	9,000.00	0.00	11.20-	.0	0.00	9,011.20	100.0
TOTAL: 1000-6999	2,233,201.50	149,512.29	922,717.48	41.3	79,084.23	1,231,399.79	55.1
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	2,283,201.50	149,512.29	922,717.48	40.4	79,084.23	1,281,399.79	56.1

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Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

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SUMMARY BY OBJECT		WORKING	EXPENDED/RECEIVED			PENDED/	UNENCUMBERED	
		BUDGET	CURRENT	YEAR TO DATE	%	ENCUMBERED	BALANCE	%
=====		=====						
TOTAL INCOME	(8000 - 8999)	2,429,599.50	204,825.40	621,591.96	25.5	0.00	1,808,007.54	74.4
TOTAL:	1000-5999	2,224,201.50	149,512.29	922,728.68	41.4	79,084.23	1,222,388.59	54.9
TOTAL:	1000-6999	2,233,201.50	149,512.29	922,717.48	41.3	79,084.23	1,231,399.79	55.1
TOTAL:	1000-7999	2,283,201.50	149,512.29	922,717.48	40.4	79,084.23	1,281,399.79	56.1
TOTAL EXPENSES	(1000 - 7999)	2,283,201.50	149,512.29	922,717.48	40.4	79,084.23	1,281,399.79	56.1

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Fund: 73 STUDENT BODY CENTER FEE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	248,000.00	12,136.75	180,493.93	72.7	0.00	67,506.07	27.2
TOTAL: 8000	248,000.00	12,136.75	180,493.93	72.7	0.00	67,506.07	27.2
2100.00 CONTRACT CLASSIFIED NON-INSTR.	86,477.00	7,181.00	42,616.00	49.2	0.00	43,861.00	50.7
2300.00 NON-INSTRUCTION HOURLY CLASS.	51,100.00	2,684.00	13,750.00	26.9	0.00	37,350.00	73.0
TOTAL: 2000	137,577.00	9,865.00	56,366.00	40.9	0.00	81,211.00	59.0
3200.00 CLASSIFIED RETIREMENT	8,396.00	697.21	4,137.61	49.2	0.00	4,258.39	50.7
3300.00 OASDHI/FICA	6,796.00	527.03	3,126.23	46.0	0.00	3,669.77	53.9
3400.00 HEALTH AND WELFARE BENEFITS	18,189.00	1,506.98	9,041.88	49.7	0.00	9,147.12	50.2
3500.00 STATE UNEMPLOYMENT INSURANCE	278.00	20.66	122.56	44.0	0.00	155.44	55.9
3600.00 WORKERS COMPENSATION INSURANCE	2,400.00	200.00	1,200.00	50.0	0.00	1,200.00	50.0
3900.00 OTHER BENEFITS	104.00	12.60	75.60	72.6	0.00	28.40	27.3
TOTAL: 3000	36,163.00	2,964.48	17,703.88	48.9	0.00	18,459.12	51.0
4500.00 NONINSTRUCTIONAL SUPPLIES	10,473.00	80.75	3,500.93	33.4	1,823.17	5,148.90	49.1
TOTAL: 4000	10,473.00	80.75	3,500.93	33.4	1,823.17	5,148.90	49.1
5100.00 PERSON&CONSULTANT SVC-DIST USE	4,016.00	0.00	1,469.61	36.5	0.00	2,546.39	63.4
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	300.00	3.4	1,114.49	7,208.51	83.5
5800.00 OTHER OPERATING EXP-DIST. USE	28,789.00	200.00	2,488.54	8.6	1,108.00	25,192.46	87.5
TOTAL: 5000	42,428.00	200.00	4,258.15	10.0	2,222.49	35,947.36	84.7
TOTAL: 1000-5999	226,641.00	13,110.23	81,828.96	36.1	4,045.66	140,766.38	62.1
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	11,109.00	0.00	246.72	2.2	1,330.53	9,531.75	85.8
TOTAL: 6000	11,109.00	0.00	246.72	2.2	1,330.53	9,531.75	85.8
TOTAL: 1000-6999	237,750.00	13,110.23	82,075.68	34.5	5,376.19	150,298.13	63.2
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	13,110.23	82,075.68	23.5	5,376.19	260,600.13	74.8

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Fund: 73 STUDENT BODY CENTER FEE FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	248,000.00	12,136.75	180,493.93	72.7	0.00	67,506.07	27.2
TOTAL:	1000-5999	226,641.00	13,110.23	81,828.96	36.1	4,045.66	140,766.38	62.1
TOTAL:	1000-6999	237,750.00	13,110.23	82,075.68	34.5	5,376.19	150,298.13	63.2
TOTAL:	1000-7999	348,052.00	13,110.23	82,075.68	23.5	5,376.19	260,600.13	74.8
TOTAL EXPENSES	(1000 - 7999)	348,052.00	13,110.23	82,075.68	23.5	5,376.19	260,600.13	74.8

Fund: 74 KVCRC FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED			%	PENDED/ ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE				BALANCE	%
8800.00 LOCAL REVENUES	1,586,921.93	397.84	479,382.32	30.2	0.00	1,107,539.61	69.7	
8900.00 OTHER FINANCING SOURCES	1,652,758.00	133,889.00	849,423.00	51.3	0.00	803,335.00	48.6	
TOTAL: 8000	3,239,679.93	134,286.84	1,328,805.32	41.0	0.00	1,910,874.61	58.9	
2100.00 CONTRACT CLASSIFIED NON-INSTR.	1,392,264.00	109,807.50	682,252.68	49.0	0.00	710,011.32	50.9	
2300.00 NON-INSTRUCTION HOURLY CLASS.	35,000.00	2,454.13	30,898.63	88.2	0.00	4,101.37	11.7	
TOTAL: 2000	1,427,264.00	112,261.63	713,151.31	49.9	0.00	714,112.69	50.0	
3200.00 CLASSIFIED RETIREMENT	135,176.00	10,769.62	67,596.12	50.0	0.00	67,579.88	49.9	
3300.00 OASDHI/FICA	107,566.00	7,549.48	50,243.62	46.7	0.00	57,322.38	53.2	
3400.00 HEALTH AND WELFARE BENEFITS	177,732.00	15,960.19	98,067.23	55.1	0.00	79,664.77	44.8	
3500.00 STATE UNEMPLOYMENT INSURANCE	4,242.00	327.28	2,092.90	49.3	0.00	2,149.10	50.6	
3600.00 WORKERS COMPENSATION INSURANCE	25,700.00	2,100.00	13,000.00	50.5	0.00	12,700.00	49.4	
3900.00 OTHER BENEFITS	1,117.00	132.30	817.05	73.1	0.00	299.95	26.8	
TOTAL: 3000	451,533.00	36,838.87	231,816.92	51.3	0.00	219,716.08	48.6	
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	100.00	0.00	0.00	.0	0.00	100.00	100.0	
4500.00 NONINSTRUCTIONAL SUPPLIES	6,260.15	212.15	2,317.63	37.0	3,057.37	885.15	14.1	
TOTAL: 4000	6,360.15	212.15	2,317.63	36.4	3,057.37	985.15	15.4	
5100.00 PERSON&CONSULTANT SVC-DIST USE	59,702.23	0.00	0.00	.0	0.00	59,702.23	100.0	
5200.00 TRAVEL & CONFERENCE EXPENSES	20,076.00	0.00	0.00	.0	0.00	20,076.00	100.0	
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	43,934.93	559.59	30,238.10	68.8	5,954.81	7,742.02	17.6	
5400.00 INSURANCES - DISTRICT USE	7,000.00	0.00	6,485.00	92.6	0.00	515.00	7.3	
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	171,712.84	4,849.35	71,182.72	41.4	89,935.11	10,595.01	6.1	
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	39,500.00	0.00	20,132.75	50.9	8,645.25	10,722.00	27.1	
5700.00 LEGAL/ELECTION/AUDIT-DIST. USE	72,800.00	3,768.60	16,917.16	23.2	30,082.84	25,800.00	35.4	
5800.00 OTHER OPERATING EXP-DIST. USE	557,000.16	55,012.50	393,390.99	70.6	20,880.20	142,728.97	25.6	
TOTAL: 5000	971,726.16	64,190.04	538,346.72	55.4	155,498.21	277,881.23	28.5	
TOTAL: 1000-5999	2,856,883.31	213,502.69	1,485,632.58	52.0	158,555.58	1,212,695.15	42.4	
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	379,196.00	0.00	0.00	.0	0.00	379,196.00	100.0	
TOTAL: 6000	379,196.00	0.00	0.00	.0	0.00	379,196.00	100.0	
TOTAL: 1000-6999	3,236,079.31	213,502.69	1,485,632.58	45.9	158,555.58	1,591,891.15	49.1	

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Fund: 74 KVCR FUND

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SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	3,239,679.93	134,286.84	1,328,805.32	41.0	0.00	1,910,874.61	58.9
TOTAL:	1000-5999	2,856,883.31	213,502.69	1,485,632.58	52.0	158,555.58	1,212,695.15	42.4
TOTAL:	1000-6999	3,236,079.31	213,502.69	1,485,632.58	45.9	158,555.58	1,591,891.15	49.1
TOTAL:	1000-7999	3,236,079.31	213,502.69	1,485,632.58	45.9	158,555.58	1,591,891.15	49.1
TOTAL EXPENSES	(1000 - 7999)	3,236,079.31	213,502.69	1,485,632.58	45.9	158,555.58	1,591,891.15	49.1



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Fund: 78 SELF INSURANCE-LIABILITY&PRO

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	15,000.00	0.00	1,418.33	9.4	0.00	13,581.67	90.5
8900.00 OTHER FINANCING SOURCES	550,000.00	0.00	0.00	.0	0.00	550,000.00	100.0
TOTAL: 8000	565,000.00	0.00	1,418.33	.2	0.00	563,581.67	99.7
5100.00 PERSON&CONSULTANT SVC-DIST USE	80,000.00	0.00	64,511.56	80.6	8,620.25	6,868.19	8.5
5400.00 INSURANCES - DISTRICT USE	451,000.00	0.00	450,521.37	99.8	0.00	478.63	.1
5800.00 OTHER OPERATING EXP-DIST. USE	4,000.00	0.00	0.00	.0	3,606.50	393.50	9.8
TOTAL: 5000	535,000.00	0.00	515,032.93	96.2	12,226.75	7,740.32	1.4
TOTAL: 1000-5999	535,000.00	0.00	515,032.93	96.2	12,226.75	7,740.32	1.4
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	0.00	515,032.93	88.0	12,226.75	57,740.32	9.8

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Fund: 78 SELF INSURANCE-LIABILITY&PRO SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	565,000.00	0.00	1,418.33	.2	0.00	563,581.67	99.7
TOTAL:	1000-5999	535,000.00	0.00	515,032.93	96.2	12,226.75	7,740.32	1.4
TOTAL:	1000-6999	535,000.00	0.00	515,032.93	96.2	12,226.75	7,740.32	1.4
TOTAL:	1000-7999	585,000.00	0.00	515,032.93	88.0	12,226.75	57,740.32	9.8
TOTAL EXPENSES	(1000 - 7999)	585,000.00	0.00	515,032.93	88.0	12,226.75	57,740.32	9.8

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Fund: 84 WORKERS COMPENSATION FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	1,010,000.00	130,325.51	507,642.78	50.2	0.00	502,357.22	49.7
TOTAL: 8000	1,010,000.00	130,325.51	507,642.78	50.2	0.00	502,357.22	49.7
5100.00 PERSON&CONSULTANT SVC-DIST USE	105,176.08	0.00	44,000.00	41.8	3,033.50	58,142.58	55.2
5400.00 INSURANCES - DISTRICT USE	150,000.00	0.00	93,897.00	62.5	0.00	56,103.00	37.4
5800.00 OTHER OPERATING EXP-DIST. USE	1,009,323.92	40,826.95	349,410.27	34.6	3,786.51	656,127.14	65.0
TOTAL: 5000	1,264,500.00	40,826.95	487,307.27	38.5	6,820.01	770,372.72	60.9
TOTAL: 1000-5999	1,264,500.00	40,826.95	487,307.27	38.5	6,820.01	770,372.72	60.9
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	40,826.95	487,307.27	27.6	6,820.01	1,270,372.72	71.9

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Fund: 84 WORKERS COMPENSATION FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	1,010,000.00	130,325.51	507,642.78	50.2	0.00	502,357.22	49.7
TOTAL:	1000-5999	1,264,500.00	40,826.95	487,307.27	38.5	6,820.01	770,372.72	60.9
TOTAL:	1000-6999	1,264,500.00	40,826.95	487,307.27	38.5	6,820.01	770,372.72	60.9
TOTAL:	1000-7999	1,764,500.00	40,826.95	487,307.27	27.6	6,820.01	1,270,372.72	71.9
TOTAL EXPENSES	(1000 - 7999)	1,764,500.00	40,826.95	487,307.27	27.6	6,820.01	1,270,372.72	71.9

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	209,880.00	0.00	209,880.00	100.0	0.00	0.00	.0
8600.00 STATE REVENUES	57,163.00	1,471.00	152,268.45	100.0	0.00	95,105.45-	.0
8800.00 LOCAL REVENUES	583,168.00	105,051.54	391,480.90	67.1	0.00	191,687.10	32.8
TOTAL: 8000	850,211.00	106,522.54	753,629.35	88.6	0.00	96,581.65	11.3
1100.00 CONTRACT CLASSROOM INST.	11,040,858.18	1,100,989.26	5,542,491.52	50.1	0.00	5,498,366.66	49.8
1200.00 CONTRACT CERT. ADMINISTRATORS	3,374,519.34	278,741.43	1,703,751.65	50.4	0.00	1,670,767.69	49.5
1300.00 INSTRUCTORS DAY/HOURLY	4,186,252.00	562,621.74	3,036,063.27	72.5	179,300.41	970,888.32	23.1
1400.00 NON-INSTRUCTION HOURLY CERT.	174,713.23	9,279.40	81,943.93	46.9	0.00	92,769.30	53.0
TOTAL: 1000	18,776,342.75	1,951,631.83	10,364,250.37	55.1	179,300.41	8,232,791.97	43.8
2100.00 CONTRACT CLASSIFIED NON-INSTR.	5,882,072.90	474,176.61	2,961,167.37	50.3	0.00	2,920,905.53	49.6
2200.00 INSTRUCTIONAL AIDS	819,004.56	67,217.30	397,027.27	48.4	0.00	421,977.29	51.5
2300.00 NON-INSTRUCTION HOURLY CLASS.	183,385.74	582.16-	89,591.40	48.8	0.00	93,794.34	51.1
2400.00 INST AIDES-HOURLY- DIR.INSTRUC	376,239.25	37,305.75	180,557.25	47.9	0.00	195,682.00	52.0
TOTAL: 2000	7,260,702.45	578,117.50	3,628,343.29	49.9	0.00	3,632,359.16	50.0
3100.00 CERTIFICATED RETIREMENT	1,525,798.00	140,178.25	743,198.25	48.7	0.00	782,599.75	51.2
3200.00 CLASSIFIED RETIREMENT	703,453.88	60,122.51	360,956.44	51.3	0.00	342,497.44	48.6
3300.00 OASDHI/FICA	831,000.36	74,851.91	429,912.53	51.7	0.00	401,087.83	48.2
3400.00 HEALTH AND WELFARE BENEFITS	2,727,359.00	227,682.97	1,354,593.37	49.6	0.00	1,372,765.63	50.3
3500.00 STATE UNEMPLOYMENT INSURANCE	79,645.36	7,497.99	41,146.52	51.6	0.00	38,498.84	48.3
3600.00 WORKERS COMPENSATION INSURANCE	371,465.00	31,697.00	189,419.28	50.9	0.00	182,045.72	49.0
3900.00 OTHER BENEFITS	15,990.00	1,959.11	11,693.41	73.1	0.00	4,296.59	26.8
TOTAL: 3000	6,254,711.60	543,989.74	3,130,919.80	50.0	0.00	3,123,791.80	49.9
4100.00 TEXTBOOKS	3,827.00	2,526.62	2,526.62	66.0	1,087.50	212.88	5.5
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	38,177.08	280.38	1,313.13	3.4	22,831.85	14,032.10	36.7
4300.00 INSTRUCTIONAL SUPPLIES	189,266.50	11,472.21	107,336.74	56.7	24,892.49	57,037.27	30.1
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	10,739.00	0.00	2,048.80	19.0	244.09	8,446.11	78.6
4500.00 NONINSTRUCTIONAL SUPPLIES	398,158.51	20,119.19	177,212.90	44.5	154,696.34	66,249.27	16.6
4700.00 FOOD SUPPLIES	30,000.00	0.00	449.09	1.4	7,550.91	22,000.00	73.3
TOTAL: 4000	670,168.09	34,398.40	290,887.28	43.4	211,303.18	167,977.63	25.0
5100.00 PERSON&CONSULTANT SVC-DIST USE	674,589.65	3,422.61	25,732.68	3.8	490,170.04	158,686.93	23.5
5200.00 TRAVEL & CONFERENCE EXPENSES	98,293.13	1,401.92	9,936.11	10.1	6,666.47	81,690.55	83.1
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	112,791.00	273.25	37,149.64	32.9	65,857.15	9,784.21	8.6
5400.00 INSURANCES - DISTRICT USE	600.00	0.00	0.00	.0	0.00	600.00	100.0
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	1,682,100.53	89,578.25	872,687.38	51.8	780,269.75	29,143.40	1.7
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	497,354.08	38,868.05	166,596.23	33.4	219,672.85	111,085.00	22.3
5800.00 OTHER OPERATING EXP-DIST. USE	515,002.15	6,942.13	56,200.88	10.9	24,653.83	434,147.44	84.3
5900.00 INTERPROGRAM CHARGES-DIST.USE	200.00	0.00	0.00	.0	0.00	200.00	100.0
TOTAL: 5000	3,580,930.54	140,486.21	1,168,302.92	32.6	1,587,290.09	825,337.53	23.0
TOTAL: 1000-5999	36,542,855.43	3,248,623.68	18,582,703.66	50.8	1,977,893.68	15,982,258.09	43.7

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Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
		CURRENT	YEAR TO DATE				
6300.00 LIBRARY BOOKS - EXPANSION	60,300.53	7,709.83	30,596.73	50.7	21,905.02	7,798.78	12.9
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	94,987.40	2,931.81	27,070.07	28.4	5,982.38	61,934.95	65.2
TOTAL: 6000	155,287.93	10,641.64	57,666.80	37.1	27,887.40	69,733.73	44.9
TOTAL: 1000-6999	36,698,143.36	3,259,265.32	18,640,370.46	50.7	2,005,781.08	16,051,991.82	43.7
7200.00 INTRAFUND TRANSFERS OUT	594,631.00	0.00	0.00	.0	0.00	594,631.00	100.0
7600.00 OTHER STUDENT AID	55,201.00	0.00	54,451.00	98.6	0.00	750.00	1.3
TOTAL: 7000	649,832.00	0.00	54,451.00	8.3	0.00	595,381.00	91.6
TOTAL: 1000-7999	37,347,975.36	3,259,265.32	18,694,821.46	50.0	2,005,781.08	16,647,372.82	44.5

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Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	850,211.00	106,522.54	753,629.35	88.6	0.00	96,581.65	11.3
TOTAL:	1000-5999	36,542,855.43	3,248,623.68	18,582,703.66	50.8	1,977,893.68	15,982,258.09	43.7
TOTAL:	1000-6999	36,698,143.36	3,259,265.32	18,640,370.46	50.7	2,005,781.08	16,051,991.82	43.7
TOTAL:	1000-7999	37,347,975.36	3,259,265.32	18,694,821.46	50.0	2,005,781.08	16,647,372.82	44.5
TOTAL EXPENSES	(1000 - 7999)	37,347,975.36	3,259,265.32	18,694,821.46	50.0	2,005,781.08	16,647,372.82	44.5

Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	29,500.00	0.00	1,352.73	4.5	0.00	28,147.27	95.4
TOTAL: 8000	29,500.00	0.00	1,352.73	4.5	0.00	28,147.27	95.4
2300.00 NON-INSTRUCTION HOURLY CLASS.	20,000.00	0.00	0.00	.0	0.00	20,000.00	100.0
TOTAL: 2000	20,000.00	0.00	0.00	.0	0.00	20,000.00	100.0
3300.00 OASDHI/FICA	1,530.00	0.00	0.00	.0	0.00	1,530.00	100.0
3500.00 STATE UNEMPLOYMENT INSURANCE	60.00	0.00	0.00	.0	0.00	60.00	100.0
TOTAL: 3000	1,590.00	0.00	0.00	.0	0.00	1,590.00	100.0
5800.00 OTHER OPERATING EXP-DIST. USE	2,000.00	0.00	0.00	.0	0.00	2,000.00	100.0
TOTAL: 5000	2,000.00	0.00	0.00	.0	0.00	2,000.00	100.0
TOTAL: 1000-5999	23,590.00	0.00	0.00	.0	0.00	23,590.00	100.0
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	73,590.00	0.00	0.00	.0	0.00	73,590.00	100.0



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Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	29,500.00	0.00	1,352.73	4.5	0.00	28,147.27	95.4
TOTAL:	1000-5999	23,590.00	0.00	0.00	.0	0.00	23,590.00	100.0
TOTAL:	1000-6999	23,590.00	0.00	0.00	.0	0.00	23,590.00	100.0
TOTAL:	1000-7999	73,590.00	0.00	0.00	.0	0.00	73,590.00	100.0
TOTAL EXPENSES	(1000 - 7999)	73,590.00	0.00	0.00	.0	0.00	73,590.00	100.0

Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8100.00 FEDERAL HEA REVENUES	84,138.00	0.00	84,138.00	100.0	0.00	0.00	.0
8600.00 STATE REVENUES	177,123.00	630.00	260,940.55	100.0	0.00	83,817.55-	.0
8800.00 LOCAL REVENUES	270,697.00	51,822.59	139,212.43	51.4	0.00	131,484.57	48.5
TOTAL: 8000	531,958.00	52,452.59	484,290.98	91.0	0.00	47,667.02	8.9
1100.00 CONTRACT CLASSROOM INST.	4,562,152.00	446,246.53	2,274,115.95	49.8	0.00	2,288,036.05	50.1
1200.00 CONTRACT CERT. ADMINISTRATORS	2,505,903.00	208,973.42	1,253,136.41	50.0	0.00	1,252,766.59	49.9
1300.00 INSTRUCTORS DAY/HOURLY	1,320,174.00	240,675.66	1,259,802.22	95.4	45,644.45	14,727.33	1.1
1400.00 NON-INSTRUCTION HOURLY CERT.	105,374.00	9,313.69	57,620.13	54.6	0.00	47,753.87	45.3
TOTAL: 1000	8,493,603.00	905,209.30	4,844,674.71	57.0	45,644.45	3,603,283.84	42.4
2100.00 CONTRACT CLASSIFIED NON-INSTR.	3,121,450.72	255,727.61	1,550,222.34	49.6	0.00	1,571,228.38	50.3
2200.00 INSTRUCTIONAL AIDS	552,963.00	46,955.31	271,474.42	49.0	0.00	281,488.58	50.9
2300.00 NON-INSTRUCTION HOURLY CLASS.	63,388.20	1,688.00	16,741.67	26.4	0.00	46,646.53	73.5
2400.00 INST AIDES-HOURLY- DIR.INSTRUC	309,364.00	30,856.50	153,628.00	49.6	0.00	155,736.00	50.3
TOTAL: 2000	4,047,165.92	335,227.42	1,992,066.43	49.2	0.00	2,055,099.49	50.7
3100.00 CERTIFICATED RETIREMENT	679,321.00	67,333.39	354,575.71	52.1	0.00	324,745.29	47.8
3200.00 CLASIFIED RETIREMENT	435,188.00	32,710.60	195,344.75	44.8	0.00	239,843.25	55.1
3300.00 OASDHI/FICA	443,971.45	37,746.76	219,200.38	49.3	0.00	224,771.07	50.6
3400.00 HEALTH AND WELFARE BENEFITS	1,460,569.00	113,765.52	670,860.69	45.9	0.00	789,708.31	54.0
3500.00 STATE UNEMPLOYMENT INSURANCE	39,546.00	3,658.45	20,288.44	51.3	0.00	19,257.56	48.6
3600.00 WORKERS COMPENSATION INSURANCE	206,399.00	15,933.50	94,737.01	45.8	0.00	111,661.99	54.1
3900.00 OTHER BENEFITS	8,661.00	972.32	5,763.51	66.5	0.00	2,897.49	33.4
TOTAL: 3000	3,273,655.45	272,120.54	1,560,770.49	47.6	0.00	1,712,884.96	52.3
4100.00 TEXTBOOKS	500.00	0.00	223.17	44.6	0.00	276.83	55.3
4200.00 BOOK,MAGAZINE&PERIOD-DIST.USE	50,573.00	38.01	29,682.31	58.6	16,675.94	4,214.75	8.3
4300.00 INSTRUCTIONAL SUPPLIES	47,589.70	6,930.62	25,085.64	52.7	4,455.15	18,048.91	37.9
4400.00 MEDIA AND SOFTWARE-DISTRCT USE	938.09	0.00	48.28	5.1	589.80	300.01	31.9
4500.00 NONINSTRUCTIONAL SUPPLIES	152,623.00	4,615.38	52,365.95	34.3	30,949.96	69,307.09	45.4
TOTAL: 4000	252,223.79	11,584.01	107,405.35	42.5	52,670.85	92,147.59	36.5
5100.00 PERSON&CONSULTANT SVC-DIST USE	84,517.56	8,733.51	15,718.17	18.5	18,286.34	50,513.05	59.7
5200.00 TRAVEL & CONFERENCE EXPENSES	17,832.91	807.69	3,763.58	21.1	2,030.60	12,038.73	67.5
5300.00 POST/DUES/MEMBERSHIPS-DIST.USE	49,927.00	498.49	34,280.45	68.6	3,800.00	11,846.55	23.7
5500.00 UTILITIES & HOUSEKEEP-DIST.USE	774,153.00	15,308.21	437,862.35	56.5	323,562.57	12,728.08	1.6
5600.00 RENTS,LEASES&REPAIRS-DIST.USE	277,329.00	12,824.15	99,378.06	35.8	100,770.98	77,179.96	27.8
5800.00 OTHER OPERATING EXP-DIST. USE	250,412.10	11,941.09	26,042.19	10.3	16,496.78	207,873.13	83.0
TOTAL: 5000	1,454,171.57	50,113.14	617,044.80	42.4	464,947.27	372,179.50	25.5
TOTAL: 1000-5999	17,520,819.73	1,574,254.41	9,121,961.78	52.0	563,262.57	7,835,595.38	44.7
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	3,465.00	0.00	1,259.00	36.3	0.00	2,206.00	63.6
6300.00 LIBRARY BOOKS - EXPANSION	12,774.90	127.16	6,640.89	51.9	5,860.53	273.48	2.1

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Fund: 01 GENERAL FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED			%	PENDED/ ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE				BALANCE	%
6400.00 ADDITIONAL/IMPROVED EQUIPMENT	15,106.00	1,702.55	1,805.17	11.9	1,157.03	12,143.80	80.3	
TOTAL: 6000	31,345.90	1,829.71	9,705.06	30.9	7,017.56	14,623.28	46.6	
TOTAL: 1000-6999	17,552,165.63	1,576,084.12	9,131,666.84	52.0	570,280.13	7,850,218.66	44.7	
7200.00 INTRAFUND TRANSFERS OUT	263,795.00	0.00	0.00	.0	0.00	263,795.00	100.0	
7500.00 OTHER OUTGO-STUDENT FIN AID	4,444.00	0.00	4,444.00	100.0	0.00	0.00	.0	
7600.00 OTHER STUDENT AID	30,697.00	0.00	30,697.00	100.0	0.00	0.00	.0	
TOTAL: 7000	298,936.00	0.00	35,141.00	11.7	0.00	263,795.00	88.2	
TOTAL: 1000-7999	17,851,101.63	1,576,084.12	9,166,807.84	51.3	570,280.13	8,114,013.66	45.4	

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Fund: 01 GENERAL FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT YEAR TO DATE		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	531,958.00	52,452.59	484,290.98	91.0	0.00	47,667.02	8.9
TOTAL:	1000-5999	17,520,819.73	1,574,254.41	9,121,961.78	52.0	563,262.57	7,835,595.38	44.7
TOTAL:	1000-6999	17,552,165.63	1,576,084.12	9,131,666.84	52.0	570,280.13	7,850,218.66	44.7
TOTAL:	1000-7999	17,851,101.63	1,576,084.12	9,166,807.84	51.3	570,280.13	8,114,013.66	45.4
TOTAL EXPENSES	(1000 - 7999)	17,851,101.63	1,576,084.12	9,166,807.84	51.3	570,280.13	8,114,013.66	45.4

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Fund: 41 CAPITAL OUTLAY PROJECTS FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	10,367.00	863.89	6,047.23	58.3	0.00	4,319.77	41.6
TOTAL: 8000	10,367.00	863.89	6,047.23	58.3	0.00	4,319.77	41.6
6200.00 BUILDINGS&IMPROVEMENT-DIST.USE	10,367.00	0.00	0.00	.0	0.00	10,367.00	100.0
TOTAL: 6000	10,367.00	0.00	0.00	.0	0.00	10,367.00	100.0
TOTAL: 1000-6999	10,367.00	0.00	0.00	.0	0.00	10,367.00	100.0

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Fund: 41 CAPITAL OUTLAY PROJECTS FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED	
			CURRENT	YEAR TO DATE			BALANCE	%
TOTAL INCOME	(8000 - 8999)	10,367.00	863.89	6,047.23	58.3	0.00	4,319.77	41.6
TOTAL:	1000-5999	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL:	1000-6999	10,367.00	0.00	0.00	.0	0.00	10,367.00	100.0
TOTAL:	1000-7999	10,367.00	0.00	0.00	.0	0.00	10,367.00	100.0
TOTAL EXPENSES	(1000 - 7999)	10,367.00	0.00	0.00	.0	0.00	10,367.00	100.0

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Fund: 51 BOOKSTORE FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	0.00	0.00	399.74	100.0	0.00	399.74-	.0
TOTAL: 8000	0.00	0.00	399.74	100.0	0.00	399.74-	.0

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Fund: 51 BOOKSTORE FUND

SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
TOTAL INCOME	(8000 - 8999)	0.00	0.00	399.74	100.0	0.00	399.74-	.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	0.00	0.00	0.00	.0	0.00	0.00	.0
TOTAL EXPENSES	(1000 - 7999)	0.00	0.00	0.00	.0	0.00	0.00	.0



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Fund: 72 CHILD DEVELOPMENT FUND

SUMMARY BY OBJECT	WORKING BUDGET	EXPENDED/RECEIVED CURRENT	YEAR TO DATE	%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
8800.00 LOCAL REVENUES	6,500.00	0.00	277.06	4.2	0.00	6,222.94	95.7
TOTAL: 8000	6,500.00	0.00	277.06	4.2	0.00	6,222.94	95.7
2300.00 NON-INSTRUCTION HOURLY CLASS.	4,500.00	0.00	0.00	.0	0.00	4,500.00	100.0
TOTAL: 2000	4,500.00	0.00	0.00	.0	0.00	4,500.00	100.0
3300.00 OASDHI/FICA	344.00	0.00	0.00	.0	0.00	344.00	100.0
3500.00 STATE UNEMPLOYMENT INSURANCE	14.00	0.00	0.00	.0	0.00	14.00	100.0
TOTAL: 3000	358.00	0.00	0.00	.0	0.00	358.00	100.0
5800.00 OTHER OPERATING EXP-DIST. USE	500.00	0.00	0.00	.0	0.00	500.00	100.0
TOTAL: 5000	500.00	0.00	0.00	.0	0.00	500.00	100.0
TOTAL: 1000-5999	5,358.00	0.00	0.00	.0	0.00	5,358.00	100.0

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Fund: 72 CHILD DEVELOPMENT FUND SUMMARY

SUMMARY BY OBJECT		WORKING BUDGET	EXPENDED/RECEIVED		%	PENDED/ ENCUMBERED	UNENCUMBERED BALANCE	%
			CURRENT	YEAR TO DATE				
TOTAL INCOME	(8000 - 8999)	6,500.00	0.00	277.06	4.2	0.00	6,222.94	95.7
TOTAL:	1000-5999	5,358.00	0.00	0.00	.0	0.00	5,358.00	100.0
TOTAL:	1000-6999	5,358.00	0.00	0.00	.0	0.00	5,358.00	100.0
TOTAL:	1000-7999	5,358.00	0.00	0.00	.0	0.00	5,358.00	100.0
TOTAL EXPENSES	(1000 - 7999)	5,358.00	0.00	0.00	.0	0.00	5,358.00	100.0

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice-Chancellor, Fiscal Services  
PREPARED BY: Steve Sutorus, Business Manager  
DATE: February 11, 2010  
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 December 14, 2009 to January 18, 2010, 240 Purchase Orders were issued encumbering a total of \$1,665,152.95 in the following object classifications:

<b>Object Classification</b>	<b>Amount</b>
4000 Supplies & Materials	\$89,602.15
5000 Operating Expenses & Services	\$858,298.99
6000 Capital Outlay	\$697,251.81
7000 Other Outgo	\$20,000.00

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.

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Vice Chancellor of Fiscal Services  
PREPARED BY: Crispina Ongoco, Director of Fiscal Services  
DATE: February 11, 2010  
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.

Attachment

**San Bernardino Community College District Quarterly Investments and Deposits Report**  
**Quarterly Ending December 31, 2009**

INSTITUTION	LOCATION	INTEREST	DUE DATE	AMOUNT	TYPE
<b>General Fund</b>					
<b>Citizens Business Bank</b> (Clearing Account)	San Bern.	0.00	n/a	\$1,155,018.40	Checking
<b>Citizens Business Bank</b> (Revolving Cash/Flex Fund)	San Bern.	0.00	n/a	36,615.50	Checking
				-----	
			Total	\$1,191,633.90	
<b>Enterprise Funds</b>					
<b>Bank of America</b> (Bookstores)	Colton	0.00	n/a	\$496,521.44	Checking
<b>Bank of America</b> (Cafeterias)	San Bern.	0.00	n/a	164,170.82	Checking
<b>Arrowhead Trust</b>					
<b>First Utah Bank</b> (Bookstore)	San Bern.	1.25	1/24/10	99,000.00	CD
<b>Mercantile Bank</b> (Bookstore)	San Bern.	0.55	5/17/10	76,000.00	CD
<b>Greystone Bank</b> (Bookstore)	San Bern.	1.27	6/20/10	100,000.00	CD
<b>Nexity Bank</b> (Bookstore)	San Bern.	1.51	1/3/10	100,000.00	CD
				-----	
			Total	1,035,692.26	
<b>Internal Service Funds</b>					
<b>Union Bank</b> (Workers Comp - authorized @ \$120,000 Revolving Cash)	Los Angeles	0.50	n/a	\$123,755.97	Checking
				-----	
			Total	\$123,755.97	
<b>Trust Funds</b>					
<b>Citizens Business Bank</b>					
(Financial Aids)	San Bern.	0.00	n/a	90,391.97	Checking
(Cal Grant)	San Bern.	0.10	n/a	116,161.48	Checking
(NDSL)	San Bern.	0.00	n/a	123,824.61	Checking
<b>Bank of America</b>					
(EOPS Financial Aid)	San Bern.	0.00	n/a	91,268.16	Checking
(NDSL Account)	Colton	0.00	n/a	192,834.69	Checking
<b>Community Bank</b> (Scholarships)	Redlands	1.00	n/a	120,357.15	Checking
<b>Wells Fargo</b> (SBVC Clubs & ASB)	Redlands	0.95	n/a	22,316.91	Checking
<b>Wells Fargo</b> (SBVC Clubs & ASB)	San Bern.	0.00	n/a	156,781.16	Analysis Checking
<b>Bank of America</b> (CHC Clubs & ASB)	Yucaipa	0.00	n/a	34,832.86	Business Checking
<b>Inland Valley/South County Bank</b> (Scholarship)	Redlands	1.82	n/a	87,760.00	Money Market
<b>California Bank</b> (SBVC/CHC ASB Stud.Rep.Fee)	San Bern.	0.03	n/a	138,946.32	Checking
<b>Community Bank</b> (Emergency Loan)	Redlands	0.00	n/a	17,206.95	Checking
<b>Downey Savings &amp; Loan</b> (Scholarship)	San Bern.	5.12	n/a	80,608.57	Money Market
<b>Inland Valley/South County Bank</b> (SBVC ASB CD)	Redlands	1.54	9/3/10	45,863.36	CD
<b>Detroit Edison &amp; Lounsbury Trust</b>	Michigan			2,879.59	Investment
				-----	
			Total	\$1,322,033.78	
Total Checking, Savings and Investments 12-31-09				\$3,673,115.91	

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

TO: Board of Trustees  
FROM: Bruce Baron, Acting Chancellor  
REVIEWED BY: Bruce Baron, Acting Chancellor  
PREPARED BY: Dr. Debra Daniels, SBVC President  
Gloria M. Harrison, CHC President  
DATE: February 11, 2010  
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

I. Institutional Effectiveness

FINANCIAL IMPLICATIONS

None

**SBVC**

Connie Chang  
Maria Barron  
Hanna Smith

**CHC**

Judy Cannon  
Janine Ledoux