



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

Date: December 11, 2007

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

**AGENDA**

*This meeting will be electronically recorded*

**CALL TO ORDER**

**5 p.m.**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**1. OATH OF OFFICE, INSTALLATION OF BOARD MEMBERS & ELECTION OF OFFICERS**

A. Administer Oath of Office

B. Signing of Affidavits

C. Election of board officers

President

YES \_\_\_ NO \_\_\_

Vice President

YES \_\_\_ NO \_\_\_

Clerk

YES \_\_\_ NO \_\_\_

Representative to the County Committee on School District  
Organization

YES \_\_\_ NO \_\_\_

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

**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**

**2. CLOSED SESSION**

a) Conference with Legal Counsel – Existing Litigation – Government Code 54956.9(a)  
G. Henderson vs. Victor Valley Community College, San Bernardino County Superior  
Court Case No. VCVVS 030263

b) Government Code Section 54957: Discipline/Dismissal/Release of a Public employee:  
six positions

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

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**PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS**

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

**RECESS TO CLOSED SESSION**

**3. RECONVENE TO OPEN SESSION**

6 p.m.

3.1 Closed Session Report

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS**

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

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

- Faculty Senate

**5. CONSENT AGENDA**

There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote.

**Approval of consent items.**

YES \_\_\_ NO \_\_\_

5.1 Approval of the minutes of the November 13, 2007 regular Board meeting.

5.2 2008 Board Calendar

Approval of the proposed 2008 calendar of board meetings.

5.3 Contract Education Services – California School of Notary Public, Incorporated

Approval of the agreement between Victor Valley Community College District and California School of Notary Public, Incorporated. The period of this agreement is from January 2, 2008 through June 30, 2008. Fiscal Impact: \$17,500.00 to the District.

5.4 Contract Education Services – Coast Traffic School

Approval of the agreement between Victor Valley Community College District and Coast Traffic School. The period of this agreement is from January 12, 2008 through May 10, 2008. Fiscal Impact: \$4,000 to the District.

5.5 Contract Education Services – LaFonda Restaurant

Ratification of the agreement between Victor Valley Community College District and La Fonda Restaurant. The period of this agreement is from November 13, 2007 through November 6, 2008. Fiscal Impact: \$450.00 to the District.

5.6 Contract Education Services – Apple Valley Kennel Club

Approval of the agreement between Victor Valley Community College District and Apple Valley Kennel Club. The period of this agreement is from February 1, 2008 through June 7, 2008. Fiscal Impact: \$1,500.00 to the District.

- 5.7 Contract Education Services – Notary Public Seminars  
Approval of the agreement between Victor Valley Community College District and Notary Public Seminars. The period of this agreement is from January 2, 2008 through June 7, 2008. Fiscal Impact: \$3,000 to the District.
- 5.8 Contract Education Services – Terry Rowen  
Approval of the agreement between Victor Valley Community College District and Terry Rowen. The period of this agreement is from March 29, 2008 through March 30, 2008. Fiscal Impact: \$12,000 to the District.
- 5.9 Contract Education Services – Loyal Order of Moose #1808  
Approval of the agreement between Victor Valley Community College District and Loyal Order of Moose #1808. The period of this agreement is from December 15, 2007 through December 16, 2008. Fiscal Impact: \$300.00 to the District.
- 5.10 Agreement – Community College Library Consortium  
Ratification of a renewal agreement to participate in the Community Library Consortium offered through the Community College League of California from January 1, 2008 through December 31, 2008. Fiscal Impact: Budgeted item, not to exceed \$17,093.54.
- 5.11 Affiliation Agreement – Arrowhead Regional Medical Center  
Approval of the amendment to the clinical affiliation agreement between Victor Valley Community College District and Arrowhead Regional Medical Center previously approved and that shall automatically renew each year unless terminated with or without cause by either party. Fiscal Impact: None
- 5.12 Agreement – Morongo Basin Ambulance  
Ratification of the agreement between Victor Valley Community College District and Morongo Basin Ambulance for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic programs. Fiscal Impact: None
- 5.13 Agreement – Ontario Fire Department  
Ratification of the agreement between Victor Valley Community College District and Ontario Fire Department for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic programs. Fiscal Impact: None
- 5.14 Agreement – Rancho Cucamonga Fire Protection District  
Ratification of the agreement between Victor Valley Community College District and Rancho Cucamonga Fire Protection District for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic programs. Fiscal Impact: None
- 5.15 Award of Contract – Roof Repairs – Best Contracting Services, Inc.  
Approval to award the contract to Best Contracting Services, Inc. to repair roofs in buildings 10A (Fiscal Services), 12B (CDC, and 12C (CDC). Fiscal Impact: \$45,867.00 to be paid from a state deferred maintenance block grant.
- 5.16 Change Order (CREDIT) – Continental Flooring, Inc. Advanced Technology Center  
Ratification of the change order with Continental Flooring, Inc. Fiscal Impact: Credit to the District \$2,213.00
- 5.17 Change Order (CREDIT) – Simmons and Wood, Inc. – Advanced Technology Center  
Ratification of the change order with Simmons and Wood in the amount of \$2,148.00. Fiscal Impact: Credit to the District \$2,148.00

- 5.18 Change Order (CREDIT) – E&R Glass – Advanced Technology Center  
Ratification of the change order with E&R Glass Contractors in the amount of \$5,288.00).  
Fiscal Impact: Credit to the District \$5,2880.00
- 5.19 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.20 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.21 Donations  
Acceptance of donations as college property from the Victor Valley District Foundation for a total amount of \$54,744.55
- 5.22 Second Reading - New Board Policy 4000 – Standards of Educational Excellence  
Approval of second reading of the new Board Policy 4000 – Standards of Educational Excellence. Fiscal Impact: None
- 5.23 Agreement – Charter Media  
Ratification of the agreement with Charter Media to provide advertising on cable television channels to promote the Winter term and Spring semester. Fiscal Impact: \$8,325.00 from the advertising budget.
- 5.24 Outside Contractor Fees  
Approval of the payment of outside contractor fees for Lynberg & Watkins and Liebert Cassidy & Witmore and those anticipated prior to awarding the RFP. Fiscal Impact: \$6,747.07

## ACTION AGENDA

### 6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

### 10.1 ADMINISTRATIVE SERVICES

- 10.1 Change Order – Champion Electric Speech/Drama Addition YES \_\_\_ NO \_\_\_  
Approval of the Change order 09-01 with Champion Electric. Fiscal Impact: \$69,372.00, budgeted item.
- 10.2 Agreement/Proposal – Computek International – Purchase of Hewlett Packard Computers YES \_\_\_ NO \_\_\_  
Approval to purchase Hewlett Packard computers for the Advanced Technology Center and Speech/Drama Addition using CMAS Agreement 3-07-70-2468A. Fiscal Impact: \$570,470.63 for Advanced Technology Center - to be funded from Fund 71, capital program funds and is fully reimbursable by the state. \$20,822.69 for Speech/Drama Addition – to be funded from Fund 71, capital program funds and is partially reimbursable by the state. Total fiscal impact for both projects is \$591,293.32.
- 10.3 Agreement/Proposal – Computek International – Computer Deployment for Advanced Technology Center YES \_\_\_ NO \_\_\_  
Approval of the agreement/proposal to assist with the computer deployment project for the Advanced Technology Center. Fiscal Impact: \$132,440.00 – to be funded from Fund 71, capital program funds and is fully reimbursable by the state.

10.4 Change Order – Embee Technologies

YES \_\_\_ NO \_\_\_

Approval of the Change Order #1 with Embee Technologies for additional equipment necessary to enhance network systems in the Advanced Technology Center. Fiscal Impact: \$68,905.99 (This project is State funded and will be 100% reimbursable to the district through Fund 71 up to the approved contract amount.)

**11. HUMAN RESOURCES**

11.1 Resolution to Amend SCSEBA Agreement

Adoption of the resolution to amend the SCSEBA agreement. Fiscal Impact: None

**12. INFORMATION/DISCUSSION**

12.1 Monthly Financial Reports

Submitted as an informational item.

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

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

13.1 Foundation

13.2 Employee Groups

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

**14. TRUSTEE COMMENTS**

- ASB

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

**PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS**

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

**16. CLOSED SESSION CONTINUED (if necessary)**

**17. REPORT ON RETURN FROM RECONVENED CLOSED SESSION (if necessary)**

**18. ADJOURNMENT**

YES \_\_\_ NO \_\_\_

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



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

Date: November 13, 2007

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

### CALL TO ORDER/ROLL CALL:

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on November 13, 2007 in the Board Room of the Administration building. Mr. Range, Board President, called the meeting to order at 5 p.m.

**TRUSTEE ROLL CALL: Present:** Joe Range, Board President; Dennis Henderson, Vice President; Thomas M. Elder II, Trustee, Donald Nelson, Clerk

Absent: Bettye Underhill, Trustee and Heena Mehra, Student Trustee

**MANAGEMENT PRESENT:** Dr. Robert Silverman, Superintendent/President; Mr. Bruce Baron, Vice President Administrative Services; Human Resources, Dr. Marianne Tortorici, Deputy Superintendent/Executive Vice President, Instruction; and Annette McComas (Recorder)

**PLEDGE OF ALLEGIANCE:** Don Nelson led the Pledge of Allegiance to the Flag.

Heena Mehra, Student Trustee arrived at 5:50 p.m.

Bettye Underhill was available via telephone for Closed Session.

**DELETIONS/CORRECTIONS TO AGENDA:** None

### ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

Mr. Range, Board President, announced the agenda item that the Board would consider in Closed Session.

#### 1. CLOSED SESSION

- (a) CONFERENCE WITH LABOR NEGOTIATORS  
(1) Employee Organization CTA

District's representatives: Marion Boenheim

- (b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Deans  
Director, DSPS/ADA Compliance Officer  
Deputy Superintendent/Executive Vice President Instruction

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

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**PUBLIC COMMENTS ON CLOSED SESSION ITEMS:** None

At 5:03 p.m., Board President, Joe Range recessed to closed session.

**2. RECONVENE TO OPEN SESSION**

At 6:01 p.m., Board President, Joe Range reconvened the meeting in open session and announced that there was no report out of Closed Session.

**3. OPEN SESSION (Business Meeting)**

**6 p.m.**

At 6:07 p.m., Board President, Mr. Range recessed the meeting to honor the retirement of Mr. Thomas M. Elder, II for 20 years of service as a Governing Board Member to Victor Valley Community College.

Adjourn to reception honoring the retirement of Mr. Thomas M. Elder, II.

**6-6:20 p.m.**

Mr. Range thanked Mr. Elder for his perseverance and 20 years of service.

At 6:23 p.m., Board President, Mr. Ranged reconvened the meeting to open session

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS:** Margaret Kagy (5.6, 5.7, 5.8, 5.10, 5.11, 5.18, and 11.1)

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

Dr. Silverman congratulated Joe Range and Angela Valles for their success in the recent election campaign.

On November 26<sup>th</sup> a team appointed by the Accrediting Commission will visit the campus to meet with the College Council, various individuals from the faculty, staff and students. A revised progress report will be submitted from the progress that has been made since the last report submission. While a positive outcome is anticipated, there will be no public statement or any finding made when they leave us. The team will write a confidential report to the Accrediting Commission with a response expected in January

On behalf of the district, Mr. Range accepted the Exemplar Award from Jean Bracy, Director of Administrative Services from the Mojave District Air Quality Management District for voluntarily making improvements and changes that benefited the air quality.

**Faculty Senate Report**

Debra Blanchard congratulated Joe Range for his success in the recent election campaign and Mr. Elder for his retirement as a Governing Board member. Ms. Blanchard reviewed Board Policy 4000 - Standards of Educational Excellence which will be presented for consideration for first reading. This Board Policy will pull the entire campus for standards of educational excellence in the quality and currency of curriculum, the measurement and improvement of student learning, the evaluation and enhancement of our overall effectiveness as an institution of higher learning, and the ongoing development of professional instructional competence. In response to accreditation issues, the PRAISE report will include student learning objective assessments. The hiring prioritization committee will meet and consider 31 departments that are requesting full-time faculty and prioritize them for the top five requests.

**5. CONSENT AGENDA**

It was MSC (Nelson/Elder, 4-0, Underhill absent) to approve the consent items in one motion

- 5.1 Approval of the minutes of the October 9, 2007 regular Board meeting
- 5.2 Agreement – Foundation for California Community Colleges  
Ratification of the agreement with the Foundation for Community Colleges from September 1, 2007 through August 31, 2008. Fiscal Impact: \$12,000 to the District.
- 5.3 Affiliation Agreement – Loma Linda University Medical Center  
Ratification of an affiliation agreement to provide clinical learning facilities for the health science program between Victor Valley Community College District and Loma Linda University Medical Center from November 1, 2007 through November 1, 2008. Fiscal Impact: None
- 5.4 Curriculum Changes  
Ratification of the agreement with the San Francisco Community College District on behalf of its California Early Childhood Mentor Program for the 2007-2008 fiscal year. Fiscal Impact: \$35,000.00 to the District.
- 5.5 Amendment #1 – Office of the San Bernardino County Superintendent of Schools Agreement 04/05-0076  
Ratification of an amendment to extend the agreement entered into on May 20, 2004 between San Bernardino County Superintendent of Schools and Victor Valley Community College to June 30, 2008. Fiscal Impact: None
- 5.6 Agreement – Center Track Software  
Ratification of the agreement with Center Track Software for a center-based childcare management software system. Fiscal Impact: \$15,295.00 from Fund 72
- 5.7 Grant Agreement  
Ratification of the grant agreement modification #0608-054-1 for the Temporary Assistance for Need Families – Child Development Careers (TANF-CDC) program from July 1, 2007 through June 30, 2008. Fiscal Impact: \$41,850.00 to the District.
- 5.8 Child Development Training Consortium 2007-2008 Instructional Agreement 07-08-4536  
Ratification of the agreement between Victor Valley Community College District and Yosemite Community College District from September 1, 2007 through June 30, 2008 to earn \$11,250.00 by generating up to 450 units of college credits. Fiscal Impact: \$11,250.00 to the District.
- 5.9 MOU - Statewide Strategic Initiative Hub Fiscal  
Ratification of the Statewide Strategic Initiative Hub Fiscal Memorandum of Understanding (MOU) with Santa Barbara Community College District and Victor Valley Community College from September 10, 2007 through February 27, 2008. Fiscal Impact: \$4,080.00 to the District.



- 5.10 Contract Education Services – Snowline Young Adult Center  
Approval of the agreement between Victor Valley Community College District and Snowline Young Adult Center for a Certified Food Worker Certification for the period from November 14, 2007 through November 15, 2007. Fiscal Impact: \$1,200.00 to the District.
- 5.11 Grant Award – TRIO Upward Bound Math & Science Program  
Acceptance of the TRIO – Upward Bound Math & Science Program grant award. Fiscal Impact: Approximately \$1,000,000.00 to the district over four years.
- 5.12 Out-of-State Travel - Student  
Approval of student travel to attend the National Student Nurses Association Conference in Kansas City, MO from November 14-17, 2007. Fiscal Impact: None to the District. Travel is paid for by donations.
- 5.13 Contract Educational Services – Apple Valley Chamber of Commerce  
Ratification of the agreement between Victor Valley Community College District and Apple Valley Chamber of Commerce for Business Skills Academy Computer Classes. The period of this agreement is from November 5, 2007 through December 14, 2007. Fiscal Impact: \$12,000.00 to the District.
- 5.14 Sabbatical Leave Request for Spring, 2008  
Approval of the Sabbatical Leave request for Pamela J. MacKay for spring, 2008 under the conditions specified in District policies and collective bargaining agreement with the Association. Fiscal Impact: \$13,770.00 to backfill classes.
- 5.15 Identix Agreement  
Approval of the renewal of the maintenance agreement with Identix for Live Scan fingerprinting to process background checks for applicants. Fiscal Impact: \$2,657.00
- 5.16 Ratification of Academic Equivalency Requests  
Ratification of the equivalency for Carl Yuan, Mathematics and Jessica Diaz, Counseling. Fiscal Impact: None
- 5.17 Revised Classified Job Description – Student Services Specialist II  
Approval of the revised job description for Student Services Specialist II for Beth Roberts and Lilia Garcia. Fiscal Impact: Student Services Specialist II, \$3,284/month
- 5.18 New Classified Job Description – College Recruiter  
Approval of the new job description and position of college Recruiter/Outreach Counselor. Fiscal Impact: \$4876/month
- 5.19 New Classified Job Description – Help Desk Technician  
Approval of the new job description of Help Desk Technician. Fiscal Impact: \$3049/month
- 5.20 Award of Contract – Street Striping Renewal  
Award of the contract to Cooley Construction (lowest responsible bidder) to provide road striping, crosswalks, reflectors directional markings, limit lines and red curbs in Bid #MO-08-002. Fiscal Impact: \$37,224.00 from a State Maintenance Block Grant.

- 5.21 Agreement – The Cornerstone Group – Adaptive P.E.  
Ratification of the agreement with Cornerstone Group for land surveying services. Fiscal Impact: Budgeted item, \$4,700.00
- 5.22 Disposal of Surplus Property – Vehicle Sale  
Approval of the sale of the vehicle to the highest bidder through the use of sealed bids. Fiscal Impact: Sale of the vehicle could result in a return of up to \$26,000 to the College.
- 5.23 Disposal of Surplus Property – Via Sealed Bid  
Approval of the disposal of the surplus equipment listed. Fiscal Impact: Revenue to the District for the sale of these items.
- 5.24 Disposal of Surplus Property – Via Auction  
Approval of the sale of the surplus equipment listed. Fiscal Impact: Sale of the surplus equipment will result in a refund to the College that is equal to half of the amount received by the auctioneer.
- 5.25 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.26 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.27 Agreement – Gale/Jordan Associates, Inc.  
Ratification of the agreement for asbestos sampling with Gale/Jordan Associates, Inc. Fiscal Impact: Not to exceed \$2,500.00. Budgeted item from Fund 71.
- 5.28 Second Reading – Board Policy 1201 – Shared Governance  
Approval of the new Board Policy 1201 – Shared Governance. Fiscal Impact: None
- 5.29 Second Reading – Board Policy 1202 – Institutional Effectiveness  
Approval of the new Board Policy 1202 – Institutional Effectiveness – Fiscal Impact: None
- 5.30 Second Reading – Board Policy 3250 – Institutional Planning  
Approval of the new Board Policy 3250 – Institutional Planning. Fiscal Impact: None
- 5.31 Lease Agreement – The Mall of Victor Valley  
Ratification of the agreement with the Mall of Victor Valley to rent a display booth between November 16, 2007 and January 15, 2008 for the purpose of marketing the college and providing potential students with registration and program information. Fiscal Impact: \$6,100 from the Public Information advertising budget.
- 5.32 Agreement – Hi Desert Alarm and Fire Sprinklers  
Ratification of the agreements with Hi Desert Alarm and Fire Sprinklers to supply and install an alarm system in the Advanced Technology

## **ACTION AGENDA**

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

- 6.1 Separate approval of items pulled from consent agenda

## **10.1 ADMINISTRATIVE SERVICES**

### **10.1 Bid Award and Agreement – Production Lighting - Package #22- Speech/Drama Addition**

It was MSC (Nelson/Elder, 4-0, Underhill absent) to award the bid and approve the agreement with Entertainment Lighting Services to integrate current lighting for productions in the Performing Arts Center with new, state-of-the-art technology as part of the Speech/Drama Addition project. Fiscal Impact: \$107,160.62, Budgeted Fund 71 expenditure.

### **10.2 Bid Award and Agreement – AMT Systems - Audio-Visual Package #21 – Speech/Drama Addition**

It was MSC (Nelson/Elder, 4-0, Underhill absent) to award the bid and approve the agreement with AMT Systems, Inc. to integrate the current sound system in the Performing Arts Center with new, state-of-the-art technology as part of the Speech/Drama Addition project. Fiscal Impact: \$791,497.00, Budgeted Fund 71 expenditure.

### **10.3 Request for Proposal (RFP) – Legal Services**

It was MSC (Henderson/Elder, 4-0, Underhill absent) to approve to initiate the process to advertise an RFP for legal services. Fiscal Impact: Presently, this is for authorization to put out an RFP and does not commit the College to any expenditure of funds.

## **11. HUMAN RESOURCES**

### **11.1 CTA Agreement**

It was MSC (Elder/Henderson, 4-0, Underhill absent) to approve the revised articles to amend the contract with CTA. Fiscal Impact: None

### **11.2 Outside Contractor Fees**

It was MSC (Nelson/Range, 4-0, Underhill absent) to ratify payment of the services listed and approve payment of the accrued. Future payments will be brought to the Board for approval until the lawyer of record is established. Fiscal Impact: \$47,630.98

## **12. INFORMATION/DISCUSSION**

### **12.1 Monthly Financial Reports**

Submitted as an informational item.

### **12.2 Annual Financial and Budget Report (CCFS-311)**

Submitted as an informational item.

### **12.3 New Board Policy 4000 – Standards of Educational Excellence – First Reading**

Submitted as an informational item.

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

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

### **13.1 Foundation**

Ginger Ontiveros

13.2 Employee Groups

- a) CTA  
Mike Smith
- b) CSEA  
Arlene Greene
- c) AFT Part-Time Faculty United

**14. TRUSTEE COMMENTS**

- ASB  
Heena Mehra, Dennis Henderson and Joe Range

**15. Public Comments Related to Non-Agenda Items:** None

**16. ADJOURNMENT**

It was MSC (Elder/Nelson, 4-0, Underhill absent) to adjourn the meeting at 7:03 p.m. The motion carried unanimously.

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Donald Nelson, Clerk

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Date Approved

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: 2008 Board Calendar  
SUBMITTED BY: Robert Silverman, Superintendent/President  
RECOMMENDED BY: Robert Silverman *RMS*  
APPROVED BY: Robert Silverman *RMS*

**Description/Background:**

The Board of Trustees annually establishes a calendar of its regular meeting dates which is published and made available to the press and interested parties.

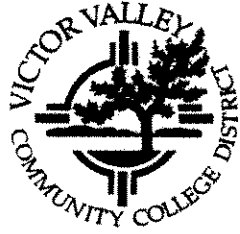
**Need:**

**Fiscal Impact:** None

**Recommended Action:** Approval of the proposed 2008 calendar of board meetings.

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

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



## **Victor Valley Community College District Calendar of Board Meetings 2008**

*Second Tuesday of Each Month, 6 p.m.*

January 8, 2008

February 12, 2008

March 11, 2008

April 8, 2008

May 13, 2008

June 10, 2008

July 8, 2008

August 12, 2008

September 9, 2008

October 14, 2008

November 11, 2008

December 9, 2008

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

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

**TOPIC:** CONTRACT EDUCATION SERVICES – CALIFORNIA SCHOOL OF NOTARY PUBLIC, INCORPORATED

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

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to accept an agreement between Victor Valley Community College District and California School of Notary Public, Incorporated. The period of this agreement is from January 2, 2008 through June 30, 2008.

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

**Need:**

The Notary Public Seminar Workshop will provide new or previously commissioned Notary Publics with education and skills to assist individuals to pass the new State examination, detect fraud, and become successful in a new career. Notaries are needed in the expanding law profession, financial, real estate, and business fields. The Certified Loan Signing Workshop is an extension of the Notary Public Workshop to allow commissioned Notary Publics to sign legal documents.

**Fiscal Impact:** \$17,500.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept an agreement between Victor Valley Community College District and California School of Notary Public, Incorporated. The period of this agreement is from January 2, 2008 through June 30, 2008.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** CONTRACT EDUCATION SERVICES – COAST TRAFFIC SCHOOL

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

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to accept an agreement between Victor Valley Community College District and Coast Traffic School. The period of this agreement is from January 12, 2008 through May 10, 2008.

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

**Need:**

Coast Traffic School will provide a course on concepts of traffic safety to court referral students.

**Fiscal Impact:** \$4,000.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept an agreement between Victor Valley Community College District and Coast Traffic School. The period of this agreement is from January 12, 2008 through May 10, 2008.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





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

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

**TOPIC:** CONTRACT EDUCATION SERVICES – LAFONDA RESTAURANT

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

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to ratify an agreement between Victor Valley Community College District and LaFonda Restaurant. The period of this agreement is from November 13, 2007 through November 6, 2008.

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

**Need:**

Anyone handling food in San Bernardino County is required to obtain a food handlers certification card by attending a two-hour class. The card is valid for three years. You must pre-register.

**Fiscal Impact:** \$450.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and LaFonda Restaurant. The period of this agreement is from November 13, 2007 through November 6, 2008.

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

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

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

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

**TOPIC:** CONTRACT EDUCATION SERVICES – APPLE VALLEY  
KENNEL CLUB

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

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to accept an agreement between Victor Valley Community College District and Apple Valley Kennel Club. The period of this agreement is from February 1, 2008 through June 7, 2008.

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

**Need:**

Apple Valley Kennel Club will cover the basics of canine reproduction with an emphasis of the newest techniques including the use of hormonal assays.

**Fiscal Impact:** \$1,500.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept an agreement between Victor Valley Community College District and Apple Valley Kennel Club. The period of this agreement is from February 1, 2008 through June 7, 2008.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** CONTRACT EDUCATION SERVICES – NOTARY PUBLIC SEMINARS

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

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to accept an agreement between Victor Valley Community College District and Notary Public Seminars. The period of this agreement is from January 2, 2008 through June 7, 2008.

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

**Need:**

Notary Public Seminars offers instruction for certification to become a court licensed child visitation monitor and continued instruction as a Notary Public to start up a home based business.

**Fiscal Impact:** \$3,000.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept an agreement between Victor Valley Community College District and Notary Public Seminars. The period of this agreement is from January 2, 2008 through June 7, 2008.

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

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


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

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

**TOPIC:** CONTRACT EDUCATION SERVICES – TERRY ROWEN

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

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

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**Description/Background:**

The district desires to accept an agreement between Victor Valley Community College District and Terry Rowen. The period of this agreement is from March 29, 2008 through March 30, 2008.

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

**Need:**

Terry Rowen will cover basics in medical insurance billing services.

**Fiscal Impact:** \$12,000.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept an agreement between Victor Valley Community College District and Terry Rowen. The period of this agreement is from March 29, 2008 through March 30, 2008.

**Legal Review:** YES  NOT APPLICABLE

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**Reference for Agenda:** YES  NO

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

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

**TOPIC:** CONTRACT EDUCATION SERVICES – LOYAL ORDER OF MOOSE #1808

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

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to accept an agreement between Victor Valley Community College District and Loyal Order of Moose #1808. The period of this agreement is from December 15, 2007 through December 16, 2008.

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

**Need:**

Anyone handling food in San Bernardino County is required to obtain a food handlers certification card by attending a two-hour class. The card is valid for three years. You must pre-register.

**Fiscal Impact:** \$300.00 to the District

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees accept an agreement between Victor Valley Community College District and Loyal Order of Moose #1808. The period of this agreement is from December 15, 2007 through December 16, 2008.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** AGREEMENT – COMMUNITY COLLEGE LIBRARY CONSORTIUM

**SUBMITTED BY:** Leslie Huiner, Library

**RECOMMENDED BY:** Marianne Tortorici

**APPROVED BY:** Robert Silverman

**Description/Background:**

The district desires to ratify a renewal agreement to participate in the Community College Library Consortium offered through the Community College League of California from January 1, 2008 through December 31, 2008.

VENDOR	DATABASE	COST
Gale	Opposing Viewpoint Resource Center-Unlimited	\$4,284.54
NewsBank	Newsfile Collection	\$5,430.00
Oxford University Press	Grove Art Online	\$1,268.00
Oxford University Press	Grove Music Online	\$1,832.00
ProQuest	Biology Journals without Research Library Complete	\$2,632.00
R.R. Bowker	Books in Print (BIP) with Reviews	\$1,647.00
	<b>TOTAL</b>	<b>\$17,093.54</b>

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

**Need:**

The library provides access to online databases to support academic research and student learning.

**Fiscal Impact:** Budgeted item. Not to exceed \$17,093.54.

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify a renewal agreement to participate in the Community College Library Consortium offered through the Community College League of California from January 1, 2008 through December 31, 2008.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** AMENDMENT – CLINICAL AFFILIATION AGREEMENT – ARROWHEAD REGIONAL MEDICAL CENTER

**SUBMITTED BY:** Pat Luther, Nursing

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to approve an amendment to the clinical affiliation agreement between Victor Valley Community College District and Arrowhead Regional Medical Center that was previously approved and shall automatically renew each year unless terminated with or without cause by either party.

A copy of the amendment is available in the President's office for your review.

**Need:**

This amendment to the clinical affiliation agreement will provide clinical learning facilities for students enrolled in health sciences programs at Victor Valley Community College.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees approve an amendment to the clinical affiliation agreement between Victor Valley Community College District and Arrowhead Regional Medical Center that was previously approved and shall automatically renew each year unless terminated with or without cause by either party.

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

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

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

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

**TOPIC:** AGREEMENT – MORONGO BASIN AMBULANCE

**SUBMITTED BY:** Scott Jones, Allied Health

**RECOMMENDED BY:** Marianne Tortorici

**APPROVED BY:** Robert Silverman

**Description/Background:**

The district desires to ratify an agreement between Victor Valley Community College District and Morongo Basin Ambulance for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs. This agreement commences on January 1, 2008 and will remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party, provided however that no termination shall be effective until the end of the District term that is in session at that time.

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

**Need:**

This agreement is to allow students to participate in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs and associated use of clinical facilities.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Morongo Basin Ambulance for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



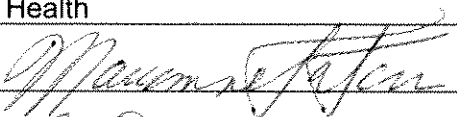
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT – ONTARIO FIRE DEPARTMENT

**SUBMITTED BY:** Scott Jones, Allied Health

**RECOMMENDED BY:** Marianne Tortorici



**APPROVED BY:** Robert Silverman



**Description/Background:**

The district desires to ratify an agreement between Victor Valley Community College District and Ontario Fire Department for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs. This agreement commences on January 1, 2008 and will remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party, provided however that no termination shall be effective until the end of the District term that is in session at that time.

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

**Need:**

This agreement is to allow students to participate in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs and associated use of clinical facilities.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Ontario Fire Department for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO


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

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

**TOPIC:** AGREEMENT – RANCHO CUCAMONGA FIRE PROTECTION DISTRICT

**SUBMITTED BY:** Scott Jones, Allied Health

**RECOMMENDED BY:** Marianne Tortorici 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district desires to ratify an agreement between Victor Valley Community College District and Rancho Cucamonga Fire Protection District for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs. This agreement commences on November 1, 2007 and will remain in effect unless terminated by either Party upon thirty (30) days written notice to the other Party, provided however that no termination shall be effective until the end of the District term that is in session at that time.

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

**Need:**

This agreement is to allow students to participate in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs and associated use of clinical facilities.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Rancho Cucamonga Fire Protection District for student participation in Emergency Medical Technician and Emergency Medical Technician, Paramedic Programs.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** AWARD OF CONTRACT – ROOF REPAIRS – BEST CONTRACTING SERVICES, INC.

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

**RECOMMENDED BY:** Bruce Baron *Bruce Baron*

**APPROVED BY:** Robert Silverman *RS*

**Description/Background:**

The roofs for buildings 10A (Fiscal Services/CIR), 12B (CDC) and 12C (CDC) leak into the rooms during periods of rain or snow. Repairs to the roofs are beyond the capability of staff. The M&O department conducted a job walk and solicited bids from roofing contractors to conduct repairs to the roofs. Bids were received from seven out of the nine contractors that attended the job walk. Those bids were opened on November 7, 2007 in the Maintenance Office. The lowest responsible bidder is Best Contracting Services Inc.

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

**Need:**

The roofs need to be repaired to prevent further damage to ceiling tiles, and to maintain a healthy environment for staff and students

**Fiscal Impact:** \$45,867.00 to be paid from a state deferred maintenance block grant.

**Recommended Action:**

It is recommended that the Board of Trustees award the contract to Best Contracting Services Inc. in the amount of \$45,867.00 for roof repairs.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** CHANGE ORDER – CONTINENTAL FLOORING, INC. – ADVANCED TECHNOLOGY CENTER

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** Bruce Baron 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district wishes to submit for approval Change Order No. 11-01 from Continental Flooring, Inc. The District did not like the aesthetic appearance of the carpet mats placed adjacent to the carpet tiles in the first floor mall area; therefore the contractor was directed to install the same type carpet tiles as in the mall area throughout.

**Need:**

The carpet tiles offer the same quality and warranty and the contractor was able to offer a credit for the change. The above item is needed to complete the Advanced Technology Center project.

**Fiscal Impact:** \$(2,313.00) Credit to the District.

**Recommended Action:** This item has been approved by the Superintendent/President, it is recommended that the Board of Trustees ratify the change order with Continental Flooring, Inc. in the amount of \$(2,313.00).

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

# Change Order

**Spencer/Hoskins Associates**  
 2245 North Lake Ave  
 Altadena, CA 91001

Owner	<input type="checkbox"/>
Architect	<input type="checkbox"/>
CM	<input type="checkbox"/>
Project Inspector	<input type="checkbox"/>
Contractor	<input type="checkbox"/>

**PROJECT:** **Advanced Technology Building** **DSA Application No. 04-104366**  
 18422 Bear Valley Rd.  
 Victor Valley, Ca. 92392

<b>Date:</b> 12/11/2007	<b>Architect's Project No:</b>
<b>To Contractor:</b>	<b>Contract Date:</b> 3/15/2006
Continental Flooring	<b>Contract Number:</b> B.P. 011
10763 Bell Court	
Rancho Cucamonga, CA 91730	

The Contract is hereby revised by the following items:

**Change Order No. 11-01**

Item	Description	Amount
CCD 067	Replace carpet mat with carpet tile at all 1st floor locations. Exterior entrance mat & the carpet mat at basement entrance shall remain as detail. Owner requested change.	\$(2,313.00)

Additional back up attached.  
 Not valid until signed by the Owner and Architect  
 Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract/Agreement

The original Contract Value was.....	\$76,048.00
Sum of changes by prior Prime Contract Change Orders.....	\$0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$76,048.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(2,313.00)
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$73,735.00</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

YOU ARE HEREBY INSTRUCTED TO MAKE THE ABOVE CHANGES TO THE PLANS AND SPECIFICATION OF THE ABOVE CONTRACT, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

Spencer/Hoskins Associates <hr/> <b>ARCHITECT</b> 2245 North Lake Ave Altadena, CA 91001 Address  By _____ SIGNATURE _____ DATE _____	Continental Flooring <hr/> <b>CONTRACTOR</b> 10763 Bell Court Rancho Cucamonga, CA 91730 Address  By _____ SIGNATURE _____ DATE _____	Victor Valley College District <hr/> <b>OWNER</b> 18422 Bear Valley Rd. Victorville, CA 92395 Address  By _____ SIGNATURE _____ DATE _____
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VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: CHANGE ORDER – SIMMONS AND WOOD, INC. – ADVANCED TECHNOLOGY CENTER

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Bruce Baron 

APPROVED BY: Robert Silverman 

**Description/Background:**

The district wishes to submit for approval Change Order No. 05-01 from Simmons and Wood, Inc. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered. The additional cost to cover this change order was previously board approved.

- 1. The District requested the contractor to provide a white "fog" coat on the exposed surfaces of the tectum ceiling panels to provide a uniform appearance. \$5,988.00
  - 2. The District decided to delete the anti-graffiti coatings as it was determined that the coating can be easily removed and would need to be reapplied if vandalized, therefore making this coating maintenance intensive. \$(8,136.00)
- TOTAL \$(2,148.00)

**Need:**

The above items are needed to complete the Advanced Technology Center project.

**Fiscal Impact:** \$(2,148.00) Credit to the District.

**Recommended Action:** This item has been approved by the Superintendent/President, it is recommended that the Board of Trustees ratify the change order with Simmons and Wood, Inc. in the amount of \$(2,148.00).

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

# Change Order

**Spencer/Hoskins Associates**  
2245 North Lake Ave  
Altadena, CA 91001

Owner   
Architect   
CM   
Project Inspector   
Contractor

**PROJECT:**     **Advanced Technology Building**     **DSA Application No. 04-104366**  
  
18422 Bear Valley Rd.  
Victor Valley, Ca. 92392

**Date: 12/11/2007**

**To Contractor:**

Simmons & Wood  
8737 Wintergardens Blvd  
Lakeside, Ca 92040

**Architect's Project No:**

**Contract Date:**     3/15/2007  
**Contract Number:**     B.P. 005

**The Contract is hereby revised by the following items:**

**Change Order No. 05-01**

Item	Description	Amount
CCD 070	Fog coat paint white on all exposed surface of tectum ceiling panels. Per owner request.	\$5,988.00
CCD 002	Deletion of anti-graffiti coatings. Value engineering.	\$(8,136.00)

Additional back up attached.

Not valid until signed by the Owner and Architect

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract/Agreement

The original Contract Value was.....	\$101,000.00
Sum of changes by prior Prime Contract Change Orders.....	\$0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$101,000.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(2,148.00)
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$98,852.00</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

YOU ARE HEREBY INSTRUCTED TO MAKE THE ABOVE CHANGES TO THE PLANS AND SPECIFICATION OF THE ABOVE CONTRACT, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

Spencer/Hoskins Associates

**ARCHITECT**

2245 North Lake Ave  
Altadena, CA 91001  
Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Simmons & Wood

**CONTRACTOR**

8737 Wintergardens Blvd  
Lakeside, Ca 92040  
Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Victor Valley College District

**OWNER**

18422 Bear Valley Rd.  
Victorville, CA 92395  
Address

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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

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

**TOPIC:** CHANGE ORDER – E&R GLASS – ADVANCED TECHNOLOGY CENTER

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** Bruce Baron 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district wishes to submit for approval Change Order No. 10-01 from E&R Glass. The District decided to delete walls and windows to enlarge a classroom. This required changing a door location, marker boards and projector mountings and screens, saving the District \$5,288.00 in construction costs.

**Need:**

The above items are needed to complete the Advanced Technology Center project.

**Fiscal Impact:** \$(5,288.00) – Credit to District.

**Recommended Action:** This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the change order with E&R Glass Contractors in the amount of \$(5,288.00).

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



# Change Order

## Spencer/Hoskins Associates

2245 North Lake Ave  
Altadena, CA 91001

Owner   
Architect   
CM   
Project Inspector   
Contractor

**PROJECT:** Advanced Technology Building

DSA Application No. 04-104366

18422 Bear Valley Rd.  
Victor Valley, Ca. 92392

**Date:** 12/11/2007

**To Contractor:**

E & R Glass Contractors  
5369 Brooks St. Montclair, CA 91763

**Architect's Project No:**

**Contract Date:** 3/15/2007

**Contract Number:** B.P. 010

The Contract is hereby revised by the following items:

### Change Order No. 10-01

Item	Description	Amount
CCD 087	Delete walls & windows. Change door location, marker boards, projector mount & screens. Per owners request	\$(5,288.00)

Additional back up attached.

Not valid until signed by the Owner and Architect

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract/Agreement

The original Contract Value was.....	\$850,844.00
Sum of changes by prior Prime Contract Change Orders.....	\$0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$850,844.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$(5,288.00)
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$845,556.00</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

YOU ARE HEREBY INSTRUCTED TO MAKE THE ABOVE CHANGES TO THE PLANS AND SPECIFICATION OF THE ABOVE CONTRACT, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

Spencer/Hoskins Associates

E & R Glass Contractors

Victor Valley College District

#### ARCHITECT

2245 North Lake Ave  
Altadena, CA 91001

Address

By \_\_\_\_\_

SIGNATURE

DATE

#### CONTRACTOR

5369 Brooks St. Montclair, CA 91763

Address

By \_\_\_\_\_

SIGNATURE

DATE

#### OWNER

18422 Bear Valley Rd.  
Victorville, CA 92395

Address

By \_\_\_\_\_

SIGNATURE

DATE


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

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

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

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

**RECOMMENDED BY:** Bruce Baron 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 10/13/07 to 11/13/07

Batch No.	Fund	Program		Account	Amount		
		From:	To:		Increase	Decrease	
122	F01	0000-District-Wide Holding Program		8699-State Income-Misc.		6,240	
			1203-RN Program	1100-Teachers Salary-Regular		5,310	
			1203-RN Program	3110-State Tchrs Rtmt System		690	
			1203-RN Program	5690-Indirect Cost		240	
		(Nurse Retention Budget Setup)					
137	F01	0000-District-Wide Holding Program		8899-Miscellaneous Income		12,872	
			1203-RN Program	4300-Instructional Supplies		12,872	
		(Nurse Prep Budget Setup)					
137	F01	0000-District-Wide Holding Program		8629-Block Grant		13,325	
			6750-Staff Development	5200-Travel/Conference-Instructional		13,325	
		(Staff Development Budget Setup)					
137	F01	0000-District-Wide Holding Program		8629-Block Grant		76,295	
			6455-Dean of Student Service	1350-Personal Services		9,000	
			6455-Dean of Student Service	1480-Academic NI/NR-Counselors		9,500	
			6455-Dean of Student Service	3900-Fringe Benefits-Budget Only		13,120	
			6455-Dean of Student Service	4300-Instructional Supplies		13,500	
			6455-Dean of Student Service	5200-Travel/Conference-Instructional		1,500	
			6455-Dean of Student Service	6400-New Equipment		2,491	
			6455-Dean of Student Service	5805-License Fees		1,500	
			6455-Dean of Student Service	5350-Postage Expense		250	
			6455-Dean of Student Service	2180-Classified-NI/Reg		22,500	
			6455-Dean of Student Service	5690-Indirect Cost		2,934	
		(Career Expl 7th & 8th)					
139	F01	5990-Undistributed Account		3900-Fringe Benefits-Budget Only		5,000	
			1205-Plebotomy	4300-Instructional Supplies		2,500	
			1205-Plebotomy	5740-Assessment Fee		2,500	
		(Supply Budget/CNA Cks)					
140	F01	6455-Dean of Student Services		5202-Travel/Conference-Admin		300	
			6455-Dean of Student Services	4500-Other Supplies		300	
		(To cover Supply Budget)					
142	F01	0000-District-Wide Holding Program		8170-Federal Revenue		24,670	
			6060-Dean-Vocational Programs	2391-Class-Reg/FT-Overtime		24,670	
		(VTEA Budget Adjustment)					
145	F01	6620-Supt/Presidents Office		4500-Other Supplies		587	
		6620-Supt/Presidents Office		5630-Contracts-Rents & Leases		9,304	
		5990-Undistributed Account		3900-Fringe Benefits-Budget Only		9,422	
			6620-Supt/Presidents Office	5300-Dues & Memberships		9,891	
			6620-Supt/Presidents Office	5900-Other Expense		9,422	
		(To cover Dues & Membership Expense)					
						19,313	
						19,313	
143	F01	0000-District-Wide Holding Program		8170-Federal Revenue		24,670	
		6060-Dean-Vocational Programs		4500-Other Supplies		24,670	
		0000-District-Wide Holding Program		8613-Enrollment Fee Admin 2%-BFAP		13,361	
		5990-Undistributed Account		3900-Fringe Benefits-Budget Only		13,361	
		0000-District-Wide Holding Program		8621-Handicapped Student Allowance		39,390	
		6420-Disabled Students Prog/Service		7900-Reserve for Contingencies		39,390	
		0000-District-Wide Holding Program		8622-Extended Oppor Prgms & Svcs		46,674	
		6430-EOPS		7500-Grants		46,674	
			0000-District-Wide Holding Program	8623-Matriculation		2,149	
			6212-Non-Credit Matriculation	4500-Other Supplies		2,149	
			0000-District-Wide Holding Program	8623-Matriculation		28,765	
			6210-Cr Matriculation	4500-Other Supplies		28,765	
			0000-District-Wide Holding Program	8629-Block Grant		10	
			6460-Financial Aid Admin	4500-Other Supplies		10	
		(Apportionment Adjust 10/24)					

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 10/13/07 to 11/13/07

Batch No.	Fund	Program		Account	Amount		
		From:	To:		Increase	Decrease	
146	F01	6790-Technical Svcs		4570-Network Supplies		8,363	
			6790-Technical Svcs	5532-Bottled Water	400		
			6790-Technical Svcs	5840-Contracted Services	7,963		
		(To Cover Negative Balance)				8,363	8,363
147	F01	6790-Technical Svcs		4570-Network Supplies		1,262	
			6790-Technical Svcs	5650-Contracts-Maint Agreements	1,262		
		(To Cover Contracts Expenses)					
149	F01	6455-Dean of Student Services		1350-Personal Services		120,000	
		6455-Dean of Student Services		2390-Class-Short Term/Temp/NI		48,000	
		6455-Dean of Student Services		4500-Other Supplies		10,090	
		6455-Dean of Student Services		5200-Travel/Conference-Instructional		2,000	
		6040-Dean-Academic Programs		1350-Personal Services	114,001		
		6040-Dean-Academic Programs		2180-Classified-NI/Reg	47,000		
		6040-Dean-Academic Programs		3110-State Tchrs Rmt System	2,500		
		6040-Dean-Academic Programs		3210-Public Employees Ret System	900		
		6040-Dean-Academic Programs		3310-CASDI	550		
		6040-Dean-Academic Programs		3315-Medicare	550		
		6040-Dean-Academic Programs		3410-Health and Welfare	2,000		
		6040-Dean-Academic Programs		3510-State Unemployment Insurance	30		
		6040-Dean-Academic Programs		3610-Workers Compensation	1,000		
		6040-Dean-Academic Programs		3920-Other Benefits-Non Instructional	1,950		
		6040-Dean-Academic Programs		4300-Instructional Supplies	1,000		
		6040-Dean-Academic Programs		5200-Travel/Conference-Instructional	2,000		
		6040-Dean-Academic Programs		6405-Computers	1,301		
		6040-Dean-Academic Programs		7610-Student Book Service	4,308		
		6040-Dean-Academic Programs		4500-Other Supplies	1,000		
		(CAHSEE Distribution)				180,090	180,090
151	F01	4925-Partnership for Excellence		1275-Academic-NI/Admin-Stipends		3,600	
		6010-VP-Student Learning		1275-Academic-NI/Admin-Stipends		4,800	
		6060-Dean-Vocational Programs		1275-Academic-NI/Admin-Stipends		3,600	
		6450-VP Student Services		1275-Academic-NI/Admin-Stipends		4,800	
		6730-VP-Human Resources		1275-Academic-NI/Admin-Stipends		4,800	
			5990-Undistributed Accounts	3900-Fringe Benefits-Budget Only	21,600		
		(Move Stipends Budget to Fringe Benefits Budget)				21,600	21,600
152	F01	6785-Datatel		5840-Contracted Services		53,480	
			6780-Management Information Syst	6400-New Equipment	1,018		
			6780-Management Information Syst	2175-Class-NI/Admin-Stipends	500		
			6785-Datatel	5630-Contracts-Rents & Leases	50,712		
			6785-Datatel	5805-License Fees	1,250		
		(To Cover Negative Bal)				53,480	53,480
154	F01	0948-Automotive Technology		5691-Prior Year Rollovers		2,200	
			0948-Automotive Technology	6400-New Equipment	2,200		
		(Color Printer Purchase)					
156	F01	6050-Dir - Nursing		4500-Other Supplies		5,000	
			6050-Dir - Nursing	6400-New Equipment	5,000		
		(To Cover Add'l New Equipment Expenses)					
157	F01	4970-Education Tech:Teacher Trng		4300-Instructional Supplies		15,000	
			4970-Education Tech:Teacher Trng	1350-Personal Services	15,000		
		(To Cover Personal Services Expenses)					

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 10/13/07 to 11/13/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
158	F01	0109-Agriculture		4300-Instructional Supplies		500
		0934-Electronics & Electric Tech		4300-Instructional Supplies		5,450
		0948-Automotive Technology		4300-Instructional Supplies		3,000
		0948-Automotive Technology		4310-Instructional Software		480
		0948-Automotive Technology		5805-License Fees		4,500
		0952-Construction Craft Technology		5805-License Fees		4,310
		0953-Computer Integ Design Graphics		4300-Instructional Supplies		1,500
		0953-Computer Integ Design Graphics		4310-Instructional Software		2,578
		0953-Computer Integ Design Graphics		5805-License Fees		5,300
		1305-Child Development		5200-Travel/Conference-Instructional		1,000
		2133-Fire Control Technology		4300-Instructional Supplies		6,064
		3002-Restaurant/Food Svc Mgmt		4300-Instructional Supplies		1,000
		6060-Dean-Vocational Programs		4300-Instructional Supplies		2,330
		6060-Dean-Vocational Programs		4500-Other Supplies		273,627
		6060-Dean-Vocational Programs		5200-Travel/Conference-Instructional		75
		6060-Dean-Vocational Programs		5202-Travel/Conference-Admin		8,089
		6060-Dean-Vocational Programs		5840-Contracted Services		1,450
		0109-Agriculture		Salaries & Benefits	10,007	
		0109-Agriculture		6400-New Equipment	35,000	
		0514-Business Education Technology		3610-Workers Compensation	100	
		0514-Business Education Technology		2480-Class-I/NR-Students	8,278	
		0514-Business Education Technology		4300-Instructional Supplies	4,999	
		0700-Computer & Information Sci		5810-Advertising-Public Relations	15,000	
		0934-Electronics & Electric Tech		5200-Travel/Conference-Instructional	647	
		0934-Electronics & Electric Tech		1350-Personal Services	35,000	
		0934-Electronics & Electric Tech		6400-New Equipment	13,000	
		0952-Construction Craft Technology		4300-Instructional Supplies	5,000	
		0952-Construction Craft Technology		5840-Contracted Services	3,500	
		0953-Computer Integ Design Graphics		4300-Instructional Supplies	31,000	
		1207-Respiratory Therapy		6400-New Equipment	21,000	
		0956-Indus Tech-Welding		6400-New Equipment	12,000	
		1205-Phlebotomy		2446-Professional Expert-Classified	1,200	
		1305-Child Development		4300-Instructional Supplies	17,000	
		2133-Fire Control Technology		Salaries & Benefits	370	
		2133-Fire Control Technology		4300-Instructional Supplies	15,000	
		2133-Fire Control Technology		6400-New Equipment	10,000	
		3002-Restaurant/Food Svc Mgmt		4300-Instructional Supplies	20,000	
		6060-Dean-Vocational Programs		Salaries & Benefits	6,982	
		6060-Dean-Vocational Programs		5202-Travel/Conference-Admin	11,989	
		6060-Dean-Vocational Programs		2480-Class-I/NR-Students	25,000	
		6060-Dean-Vocational Programs		4500-Other Supplies	19,181	
		(VTEA Budget Adjustment)				
					321,253	321,253
161	F01	1250-Paramedics		4300-Instructional Supplies		100
			1250-Paramedics	5300-Dues & Memberships		100
		(To Cover Dues & Membership Expenses)				
162	F01	2133-Fire Control Technology		4300-Instructional Supplies		150
			2133-Fire Control Technology	5300-Dues & Memberships		150
		(To Cover Dues & Membership Expenses)				
164	F01	6040-Dean-Academic Programs		3410-Health and Welfare		700
		6040-Dean-Academic Programs		6400-New Equipment		111,400
		6040-Dean-Academic Programs		5200-Travel/Conference-Instructional		2,737
		0400-Biological Sciences		Salaries & Benefits	64,330	
		0400-Biological Sciences		6400-New Equipment	4,600	
		0400-Biological Sciences		6405-Computers	20,720	
		1701-Mathematics		1350-Personal Services	10,000	
		1900-Physical Sciences		4300-Instructional Supplies	3,000	
		1900-Physical Sciences		6400-New Equipment	8,300	
		1905-Chemistry		6400-New Equipment	1,385	
		1905-Chemistry		6405-Computers	1,302	
		6040-Dean-Academic Programs		3920-Other Benefits-Non Instructional	700	
		6040-Dean-Academic Programs		5650-Contracts-Maint Agreements	500	
		(To Cover Negative Balances)			114,837	114,837

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 10/13/07 to 11/13/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
164	F01	6040-Dean-Academic Programs (To Cover Salaries & Benefits Balances)	6040-Dean-Academic Programs	2480-Class-I/NR-Students Salaries & Benefits	102,176	102,176
170	F01	6455-Dean of Student Services (To Cover Contracted Services Expenses)	6455-Dean of Student Services	1350-Personal Services 5840-Contracted Services	5,000	5,000
171	F01	6212-Non-Credit Matriculation (To Purchase CELSA License/Software)	6212-Non-Credit Matriculation 6212-Non-Credit Matriculation	4500-Other Supplies 5805-License Fees 4510-Non Instructional Software	750 450 1,200	1,200
181	F01	6510-Maintenance/Operations 6570-Utilities	0400-Biological Sciences 0109-Agriculture 0500-Business & Management 0934-Electronics & Electric Tech 2200-Social Sciences 3002-Restaurant/Food Svc Mgmt 1900-Physical Sciences 0956-Indus Tech-Welding 1509-Philosophy 1207-Respiratory Therapy 1501-English 6120-Library 2200-Social Sciences 1011-Art/Photography 1011-Art/Photography 0400-Biological Sciences	4500-Other Supplies 5691-Prior Year Rollovers 6400-New Equipment 4300-Instructional Supplies 4300-Instructional Supplies 6400-New Equipment 4300-Instructional Supplies 4300-Instructional Supplies 6400-New Equipment 6400-New Equipment 5805-License Fees 4300-Instructional Supplies 5805-License Fees 4300-Instructional Supplies 1350-Personal Services 6400-New Equipment 4300-Instructional Supplies 6400-New Equipment	86,620 63,180 12,500 500 1,000 35,000 1,000 5,000 6,000 7,500 4,000 3,000 18,300 1,000 20,000 15,000 15,000 5,000 149,800	149,800
(Instructional Budget Priorities)						
176	F01	4970-Education Tech: Teacher Trng (To Set Contract Svcs. Budget)	4970-Education Tech: Teacher Trng	4300-Instructional Supplies 5840-Contracted Services	6,000	6,000
177	F01	6787-Institutional Research (To Cover Computer Purchase)	6787-Institutional Research	4500-Other Supplies 6405-Computers	400	400
178	F01	6670-VP-Administrative Svcs. (To Cover Equipment Purchase)	6670-VP-Administrative Svcs.	5202-Travel/Conference-Admin 6400-New Equipment	1,000	1,000
183	F01	0846-Women's Basketball (To purchase uniforms)	0843-Women's Softball	5840-Contracted Services 4300-Instructional Supplies	400	400
183	F01	5990-Undistributed Accounts (Accreditation Dues Expenses)	6682-Accreditation	3900-Fringe Benefits-Budget Only 5300-Dues & Memberships	6,067	6,067
187	F01	0000-District-Wide Holding Program (Budget Update for Title V Coop Grant)	6455-Dean of Student Services	8120-Higher Education Act 5900-Other Expense	389,526 389,526	

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 10/13/07 to 11/13/07

Batch No.	Fund	Program		Account	Amount			
		From:	To:		Increase	Decrease		
188	F01	6450-VP Student Services		1480-Academic-NI/NR Counselors		48,320		
		6450-VP Student Services		2180-Classified-NI/Reg		96,236		
		6450-VP Student Services		3000's-Benefits		34,147		
		6450-VP Student Services		4500-Other Supplies		11,302		
		6450-VP Student Services		5805-License Fees		35,000		
			6455-Dean of Student Services	Salaries & Benefits	192,454			
			6455-Dean of Student Services	4500-Other Supplies	9,302			
			6455-Dean of Student Services	4510-Non Instructional Software	322			
			6455-Dean of Student Services	5805-License Fees	4,866			
			6455-Dean of Student Services	5840-Contracted Services	12,473			
			6455-Dean of Student Services	5900-Other Expenses	5,588			
					225,005	225,005		
		(Transfer From Program 6450 to 6455)						
		190	F01	6672-Risk Management		5410-Property Insurance		10,240
6672-Risk Management				5410-Property Insurance		10,500		
	6672-Risk Management			4500-Other Supplies	10,240			
	6672-Risk Management			5202-Travel/Conference-Admin	10,500			
(Transfer to Increase Supply & Travel Budget)								
189	F01	6455-Dean of Student Services		1350-Personal Services		20,000		
		6455-Dean of Student Services		2480-Class-I/NR-Students		70,500		
		6455-Dean of Student Services		4500-Other Supplies		289,530		
		6455-Dean of Student Services		5200-Travel/Conference-Instructional		3,500		
			6455-Dean of Student Services	5200-Travel/Conference-Instructional	2,319			
		6455-Dean of Student Services	5900-Other Expense	387,211				
(Account Cleanup)								
192	F01	0953-Computer Integ Design Graphics		4300-Instructional Supplies		400		
			0953-Computer Integ Design Graphics	5640-Contracts-Repairs	400			
(Transfer to Increase Contracts-Repairs Expenses)								
193	F01	0000-District-Wide Holding Program		8615-Basic Skills		108,333		
			4934-Basic Skills: All Disciplines	1350-Personal Services	25,519			
			4934-Basic Skills: All Disciplines	4300-Instructional Supplies	24,814			
			4934-Basic Skills: All Disciplines	1480-Academic-NI/NR-Counselors	15,000			
			4934-Basic Skills: All Disciplines	2480-Class-I/NR-Students	25,000			
			4934-Basic Skills: All Disciplines	3900-Fringe Benefits-Budget Only	11,000			
			4934-Basic Skills: All Disciplines	7500-Grants	3,000			
			4934-Basic Skills: All Disciplines	7620-Other Services-Students	4,000			
(Basic Skills Apportionment)								
196	F01	0000-District-Wide Holding Program		8699-State Income-Miscellaneous		197,101		
			6040-Dean-Academic Programs	1350-Personal Services	42,000			
			6040-Dean-Academic Programs	1300-Teachers Salary-Hourly	50,000			
			6040-Dean-Academic Programs	3900-Fringe Benefits-Budget Only	11,520			
			6040-Dean-Academic Programs	4300-Instructional Supplies	20,000			
			6040-Dean-Academic Programs	5350-Postage Expense	2,000			
			6040-Dean-Academic Programs	5200-Travel/Conference-Instructional	8,000			
			6040-Dean-Academic Programs	5690-Indirect Cost	7,581			
			6040-Dean-Academic Programs	2180-Classified-NI/Reg	56,000			
(CAHSEE #2 Budget Setup)								
200	F01	6610-Planning & Policy Making		5840-Contracted Services		1,021		
		6610-Planning & Policy Making		4500-Other Supplies		221		
			6610-Planning & Policy Making	5300-Dues & Memberships	1,198			
			6610-Planning & Policy Making	5900-Other Expense	44			
(To Cover Expenses Per Suzie)								

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 10/13/07 to 11/13/07

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
201	F01	0000-District-Wide Holding Program		8899-Miscellaneous Income	15,500	
			2133-Fire Control Technology	6400-New Equipment	2,500	
			0500-Business & Management	5900-Other Expense	2,500	
			0952-Construction Craft Technology	4300-Instructional Supplies	2,500	
			2207-Political Science	5200-Travel/Conference-Instructional	2,500	
			1501-English	6400-New Equipment	2,500	
			6510-Maintenance/Operations	5805-License Fees	1,000	
			6830-Community Svc-Performing Arts	6405-Computers	1,000	
			6350-Student Support Svcs-Title IV	4500-Other Supplies	500	
		(Foundation Grants)				
202	F01	6460-Financial Aid Admin		4500-Other Supplies		500
			6460-Financial Aid Admin	5840-Contracted Services	500	
(Transfer for Contracted Services Expenses Per Pam)						
205	F01	6510-Maintenance/Operations		5640-Contracts-Repairs		2,462
		6510-Maintenance/Operations		5840-Contracted Services		5,000
		6510-Maintenance/Operations		4510-Non Instructional Software		6,387
			6510-Maintenance/Operations	4500-Other Supplies	13,849	
(Transfer to Cover Other Supplies Expenses)					13,849	13,849
206	F01	6510-Maintenance/Operations		6200-Buildings-New & Remodel		552
			6510-Maintenance/Operations	5710-Legal Expense	552	
(Transfer to Cover Legal Expense)						
206	F01	6520-District Recycling		4500-Other Supplies		2,200
			6520-District Recycling	5202-Travel/Conference-Admin	2,200	
(Transfer to Cover Travel Expenses)						




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

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

**TOPIC:** BOARD OF TRUSTEES PAYMENTS REPORT

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

**RECOMMENDED BY:** Bruce Baron 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING DEC. 11, 2007**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 322	\$ 7,034.35					
BATCH 323	\$ 282.00					
BATCH 324						
BATCH 324A			\$ 9,030.31			
BATCH 325			\$ 81,272.84			
BATCH 326	\$ 24,038.75					
BATCH 326A			\$ 330.00			
BATCH 327	\$ 1,855.10		\$ 6,205.25			
BATCH 328	\$ 632.08					
BATCH 329	\$ 998.35					
BATCH 330 VOIDED						
BATCH 331	\$ 1,784.00					
BATCH 332	\$ 840.21					
BATCH 333	\$ 1,223.18					
BATCH 334	\$ 540.75					
BATCH 335	\$ 2,700.26					
BATCH 336 CONTAINS NO BATCH						
BATCH 337 CONTAINS NO BATCH						
BATCH 338					\$9.42	
BATCH 339					\$651.32	
BATCH 340	\$ 25,361.76					
BATCH 340A	\$ 24,155.44					
BATCH 341	\$ 55,506.84					
BATCH 342	\$ 5,030.36					
BATCH 343	\$ 8,777.74					
BATCH 343A	\$ 6,865.16					
BATCH 344	\$ 16,027.41					
BATCH 345	\$ 8,465.75					
BATCH 346 CONTAINS NO BATCH						
BATCH 346A			\$ 3,772.68			
BATCH 347	\$ 8,159.90					
BATCH 348	\$ 14,648.44					
BATCH 348A	\$ 199,850.00					
BATCH 349 VOIDED						
BATCH 349A	\$ 13,395.11					

**BOARD REPORTS  
BOARD OF TRUSTEES MEETING DEC. 11, 2007**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Debt Service	Student Cntr Fee
BATCH 350						
BATCH 351			\$ 47,598.05	\$ 28,330.27		
BATCH 351A			\$ 30,680.55			
BATCH 352			\$ 15,858.79			
BATCH 352A			\$ 142,729.06			
BATCH 353 VOIDED						
BATCH 353A	\$ 17,726.34					
BATCH 354	\$ 3,067.45					
BATCH 354A	\$ 3,512.55					
BATCH 355	\$ 1,258.00					
BATCH 356				\$ 1,943.48		
BATCH 257 CONTAINS NO BATCH						
BATCH 358				\$ 180.79		
BATCH 359	\$ 440.80					
BATCH 360	\$ 501.28					
BATCH 361	\$ 483.32					
BATCH 362	\$ 91.87					
BATCH 363	\$ 975.51					
BATCH 364	\$ 2,575.19					
BATCH 365	\$ 2,244.20					
BATCH 365A	\$ 4,160.00					
BATCH 366	\$ 9,693.89					
BATCH 367	\$ 12,062.35					
BATCH 367A	\$ 8,430.83					
BATCH 368	\$ 5,506.84					
BATCH 369 CONTAINS NO PAYMENT						
BATCH 369A	\$ 3,837.04					
BATCH 370	\$ 1,357.50					
BATCH 371	\$ 242.00					
BATCH 372	\$ 58,742.59					
BATCH 373	\$ 1,679.12					
BATCH 374	\$ 2,863.82					
BATCH 374A	\$ 3,263.38					
BATCH 375	\$ 893.39					
BATCH 376	\$ 1,093.13					
BATCH 377	\$ 5,653.12					

**BOARD REPORTS  
BOARD OF TRUSTEES MEETING DEC. 11, 2007**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Debt Service	Student Cntr Fee
BATCH 378 VOIDED						
BATCH 378A		\$16,682.88				
BATCH 379				\$13.90		
BATCH 380	\$ 5,017.31					
BATCH 381	\$ 2,958.00					
BATCH 382			\$ 28,720.89			
BATCH 383	\$ 7,109.88					
BATCH 384	\$ 7,872.82					
BATCH 385	\$ 10,056.85					
BATCH 386	\$ 4,013.47					
BATCH 386A	\$ 4,160.00					
BATCH 387 VOIDED						
BATCH 387A	\$ 7,446.27					
BATCH 388		\$525.28				
BATCH 389	\$ 228,528.15					
BATCH 390	\$ 3,082.51					
BATCH 391	\$ 5,944.67					
BATCH 392	\$ 14,718.41					
BATCH 393	\$ 17,661.90			\$79.18		
BATCH 394						
BATCH 395	\$ 8,347.50					
BATCH 396	\$ 2,031.69					
BATCH 396A	\$ 6,692.65					
BACH 397	\$ 31,095.03					
BATCH 398	\$ 2,880.00					
BATCH 399	\$ 9,239.00					
BATCH 399A	\$ 2,469.00					
BATCH 400 VOIDED						
BATCH 400A			\$ 22,500.00			
BATCH 401						
BATCH 402			\$ 17,887.95			
BATCH 403			\$ 9,580.36			
BATCH 403A			\$ 1,041.58			
BATCH 404	\$ 9,604.79					
BATCH 405 VOIDED						
BATCH 405A	\$ 115,003.60					
BATCH 406	\$ 24,609.16					

**BOARD REPORTS  
BOARD OF TRUSTEES MEETING DEC. 11, 2007**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BACH 407	\$ 590.00					
BATCH 408	\$ 214.00					
BATCH 409	\$ 2,113.55					
BATCH 410	\$ 1,500.00					
BATCH 411		\$ 154.00				
BATCH 411A		\$ 9,780.00				
BATCH 412	\$ 24,185.31					
BATCH 412A	\$ 2,091.91					
BATCH 413	\$ 52,618.07					
BATCH 414	\$ 697.42					
BATCH 415	\$ 2,830.63					
BATCH 416	\$ 2,122.93					
BATCH 417	\$ 27,918.46					
<b>TOTAL</b>	\$ 1,238,053.39	\$ 17,208.16	\$ 427,142.31	\$ 31,430.75	\$ 0.00	\$ 0.00

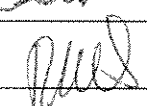
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** FOUNDATION DONATIONS

**SUBMITTED BY:** Victor Valley College Foundation

**RECOMMENDED BY:** Bruce Baron 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College (\$25,162.28 in-kind cash donations, \$29,582.27 in scholarships) for a total amount of \$54,744.55. In addition the Foundation has also received property donations as listed. These donations are for the period ending October 31, 2007.

**Need:** N/A

**Fiscal Impact:** N/A

**Recommended Action:**

It is recommended the Board of Trustees accept the donations as college property.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**WVC FOUNDATION SUPPORT TO VVC**  
**Expenditures Made From Cash Donations**  
**October, 2007**

<b>Project Description</b>	<b>Post date</b>	<b>Trans. Amount</b>	<b>Account Description</b>	<b>Reference</b>
Baseball Fund	10/31/07	\$200.00	Outside Labor	Additional Coaching Duties
Baseball Fund	10/31/07	\$720.00	Outside Labor	Additional Coaching Duties
Baseball Fund	10/31/07	\$200.00	Outside Labor	Additional Coaching Duties
Men's Basketball	10/16/07	\$564.17	Equipment / Supplies	Men's Basketball Sweatshirts and T-Shirts
Men's Basketball	10/31/07	\$1,243.73	Equipment / Supplies	Shoes and Athletic Bags for Men's Basketball
Men's Soccer	10/16/07	\$161.63	Equipment / Supplies	Men's Soccer Training Shirts
Men's Soccer	10/8/07	\$1,512.10	Equipment / Supplies	Reimbursement for Men's Soccer Equipment
Men's Soccer	10/23/07	\$500.00	Scholarships	Scholarships Received thru 10/22/07
Men's Soccer	10/31/07	\$250.00	Outside Labor	Men's Soccer Assistant Coaching
Men's Soccer	10/31/07	\$500.00	Outside Labor	Assistant Coach - Men's Soccer
Softball Fund	10/16/07	\$100.00	Outside Labor	Umpire for Softball Game
Women's Soccer	10/8/07	\$150.00	Awards & Recognition	Reimbursement for Pat Thompson's Retirement Gift
Women's Soccer	10/16/07	\$184.95	Equipment / Supplies	Women's Soccer Polos
Women's Soccer	10/31/07	\$86.17	Awards & Recognition	Reimbursement for Fundraising Award Winner
Women's Soccer	10/31/07	\$646.40	Equipment / Supplies	Women's soccer t-shirts
Women's Soccer	10/31/07	\$103.43	Awards & Recognition	Reimb for Women's Soccer Charity Dinner
<b>Athletics Total:</b>		<b>\$7,122.58</b>		
Turner, Tom (Campus Grant)	10/31/07	\$2,470.00	Grants Awarded	Fire Tech Campus Grant
<b>Campus Grants Total:</b>		<b>\$2,470.00</b>		
Fall - Odd Nursing Class	10/31/07	\$552.46	Equipment / Supplies	Nursing Caps and Covers
Fall - Odd Nursing Class	10/31/07	\$71.38	Equipment / Supplies	Reimbursement for Job Fair
<b>Nursing Total:</b>		<b>\$623.84</b>		
Fire Technology Program	10/8/07	\$87.09	Hospitality	Coffee for Fire Tech
Fire Technology Program	10/8/07	\$397.60	Equipment / Supplies	Fire Technology Instructor Uniforms
<b>Fire Technology Program Total:</b>		<b>\$484.69</b>		
Friends of the Library	10/16/07	\$3,213.00	Equipment / Supplies	Credit Card Charges
<b>Friends of the Library Total:</b>		<b>\$3,213.00</b>		

**VVC FOUNDATION SUPPORT TO VVC**  
**Expenditures Made From Cash Donations**  
**October, 2007**

<b>Project Description</b>	<b>Post date</b>	<b>Trans. Amount</b>	<b>Account Description</b>	<b>Reference</b>
General Scholarship Clearing Fund	10/8/07	\$9,589.09	Scholarships	Scholarships Received thru 10/8/07
General Scholarship Clearing Fund	10/16/07	\$1,877.84	Scholarships	Chelsee A. Frey 617-09-8676 - Unused Scholarship
General Scholarship Clearing Fund	10/22/07	\$500.00	Scholarships	Pay Xerox/Image Source Scholarship
General Scholarship Clearing Fund	10/23/07	\$10,615.34	Scholarships	Scholarships Received thru 10/22/07
PREPAID-Desert Valley Hospital Auxiliary	10/23/07	\$7,000.00	Scholarships	Scholarships Received thru 10/22/07
<b>Scholarships Total:</b>		<b>\$29,582.27</b>		
Paramedic Academy	10/31/07	\$1,500.00	Catering	Catering for Paramedic Graduation
Paramedic Academy	10/31/07	\$375.75	Equipment / Supplies	Paramedic Uniforms
<b>Paramedic Academy Total:</b>		<b>\$1,875.75</b>		
The California Wellness Foundation	10/8/07	\$2,187.60	Grants Awarded	Grant Admin. 9/17-9/28/07
The California Wellness Foundation	10/6/07	\$107.74	Grants Awarded	Keyboard for New Laptop
The California Wellness Foundation	10/8/07	\$1,292.96	Grants Awarded	Laptop Computer w/Monitor & Docking Station
The California Wellness Foundation	10/16/07	\$2,669.04	Grants Awarded	Grant Admin. 10/1/07-10/15/07
The California Wellness Foundation	10/31/07	\$3,115.08	Grants Awarded	Grant Admin. 10/16/07-10/31/07
<b>TCWF Total:</b>		<b>\$9,372.42</b>		
<b>GRAND TOTAL:</b>		<b>\$54,744.55</b>		



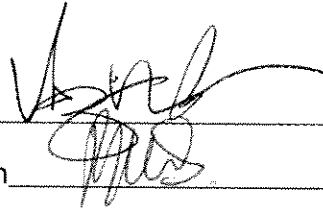
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** NEW BOARD POLICY 4000 – STANDARDS OF EDUCATIONAL EXCELLENCE – SECOND READING FOR APPROVAL

**SUBMITTED BY:** Faculty Senate

**RECOMMENDED BY:** Virginia Moran



**APPROVED BY:** Robert Silverman

**Description/Background:**

District wishes to submit for second reading and approval the new Board Policy 4000 Standards of Educational Excellence.

While this policy is not legally required, the Faculty Senate of Victor Valley Community College desire to formalize the district commitment to sustaining high quality, excellent educational programs through a policy and related procedures which ensure linkages between curriculum development, assessment of student learning, and ongoing improvement of instruction through periodic curriculum and program review, and ongoing faculty development.

The Faculty Senate reviewed and approved the new policy on November 1, 2007.

**Need:**

The new Board Policy 4000 Standards of Educational Excellence was necessary to facilitate the development of measurable indicators of institutional effectiveness which can be monitored and reported to the public.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees approve the new Board Policy 4000 Standards of Educational Excellence.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICY

INSTRUCTION

CHAPTER 4

**STANDARDS OF EDUCATIONAL EXCELLENCE**

**BP 4000**

Victor Valley Community College District shall honor and uphold high standards of educational excellence in the quality and currency of curriculum, the measurement and improvement of student learning, the evaluation and enhancement of our overall effectiveness as an institution of higher learning, and the ongoing development of professional instructional competence. In so doing, we sustain an optimal learning environment in which our students can succeed.

Referenced: Accrediting Commission for Community and Junior Colleges, June 2006 Standards


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

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

**TOPIC:** AGREEMENT – CHARTER MEDIA

**SUBMITTED BY:** Bill Greulich, Public Information Office

**RECOMMENDED BY:** Bruce Baron 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district wishes to enter into an agreement with Charter Media to provide advertising on popular cable television channels to promote the Winter term and Spring semester.

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

**Need:**

This Charter Media contract is one of the key elements of the overall communications plan for Victor Valley Community College for 2007 – 2008 to recruit new students. Cable television channels such as Disney, ESPN, Family Network, The Food Channel, HGTV, BET, Lifetime and Spike TV cover a large demographic, and this form of media for advertising has been very successful in the past.

The need for this advertising schedule is to reach potential students where they can be reached. To grow by 6% for the next three years, the college needs to communicate with potential students and their parents via a media directed to their attention. The association with these cable television stations heightens our credibility and enhances recall.

**Fiscal Impact:** \$8,325.00 – From Advertising Budget.

**Recommended Action:** This item has been approved by the Superintendent/President, it is recommended that the Board of Trustees ratify the agreement with Charter Media in the amount of \$8,325.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: OUTSIDE CONTRACTOR FEES  
SUBMITTED BY: Marion Boenheim, Vice President of Human Resources  
RECOMMENDED BY: Marion Boenheim *Marion Boenheim*  
APPROVED BY: Robert Silverman *RS*

**Description/Background:**

An RFP has not yet been awarded, and the following on-going charges have accrued:

Lynberg & Watkins: \$60.94  
Liebert Cassidy & Whitmore: \$6,686.13  
\$6,747.07

**Need:** The services of outside contractors are required for ongoing legal issues.

**Fiscal Impact:** \$6,747.07

**Recommended Action:** It is recommended that the board approve payment of the fees listed and those anticipated prior to awarding the RFP.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO


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

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

**TOPIC:** CHANGE ORDER – CHAMPION ELECTRIC – SPEECH/DRAMA ADDITION

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** Bruce Baron 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

Since the design of the Speech/Drama Addition is several years old, the college has since adopted a new security policy for building access which includes digital entry using proximity card readers. These card readers are computer programmed to allow access on a customized basis for staff and records access to a hard drive. In order to apply this standard to the Speech/Drama Addition the district is requesting approval of Change Order No. 09-01 from Champion Electric. Various materials and labor are needed in order to have the campus wide card reader security system tied into the Speech/Drama Addition project. The additional cost to cover this change order was previously board approved and is included in the total approved project funding.

**Need:**

The above items are needed to complete the Speech/Drama Addition project.

**Fiscal Impact:** \$69,372.00 – Budgeted Item.

**Recommended Action:** It is recommended that the Board of Trustees approve Change Order 09-01 with Champion Electric in the amount of \$69,372.00.

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

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

# Change Order

**Spencer/Hoskins Associates**  
2245 N. Lake Avenue  
Altadena, CA 91001

Owner   
Architect   
CM   
Project Inspector   
Contractor

**PROJECT:** Speech Drama Addition **DSA Application No. 04-106730**  
18422 Bear Valley Road  
Victorville, CA 92395

**Date:** 11/13/2007

**To Contractor:**  
Champion Electric  
3950 Garner Rd.  
Riverside, CA 92501

**Architect's Project No:** 03083  
**Contract Date:** 6/12/2006  
**Contract Number:** B.P. No 009

The Contract is hereby revised by the following items:

## Change Order No. 09-01

Item	Description	Amount
CCD 069	Miscellaneous items required to make the card reader system up & running with the existing campus wide network system.	\$69,372.00

Additional back up attached.

Not valid until signed by the Owner and Architect

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract/Agreement

The original Contract Value was.....	\$1,260,000.00
Sum of changes by prior Prime Contract Change Orders.....	\$0.00
The Contract Value prior to this Prime Contract Change Order was.....	\$1,260,000.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$69,372.00
The new Contract Value including this Prime Contract Change Order will be.....	<b>\$1,329,372.00</b>
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

YOU ARE HEREBY INSTRUCTED TO MAKE THE ABOVE CHANGES TO THE PLANS AND SPECIFICATION OF THE ABOVE CONTRACT, SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

Spencer/Hoskins Associates

Champion Electric

Victor Valley College District

**ARCHITECT**

2245 N. Lake Avenue  
Altadena, CA 91001  
Address

**CONTRACTOR**

3950 Garner Rd.  
Riverside, CA 92501  
Address

**OWNER**

18422 Bear Valley Rd.  
Victorville, CA 92395  
Address

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT – COMPUTEK INTERNATIONAL – PURCHASE OF HEWLETT PACKARD COMPUTERS

SUBMITTED BY: Jon Booth, Technical Services Department

RECOMMENDED BY: Bruce Baron [Signature]

APPROVED BY: Robert Silverman [Signature]

**Description/Background:**

The district wishes to use California Multiple Award Schedule (CMAS) Agreement 3-07-70-2468A between the State of California and Computek International, for the purchase of Hewlett Packard computers to be placed in the new Advanced Technology Center and the Speech/Drama Addition. This agreement is effective September 11, 2007 through February 28, 2010.

As stated in the agreement any state agency is authorized to purchase Hewlett Packard products from Computek International. The prices negotiated by Computek International with Hewlett Packard are at least fifteen percent lower for desktop computers and almost fifty percent lower for laptops. All computers come with a three year parts and labor onsite warranty with a next business day exchange available.

**Need:**

These computers are needed to equip the new Advanced Technology Center and the Speech/Drama Addition with the necessary computers for the faculty offices, classrooms and computer labs. Both buildings are scheduled to be completed with all equipment and personnel moved in by February 11, 2008.

**Fiscal Impact:** \$570,470.63 for Advanced Technology Center – To be funded from Fund 71, capital program funds and is fully reimbursable by the state.  
\$20,822.69 for Speech/Drama Addition - To be funded from Fund 71, capital program funds and is partially reimbursable by the state

Total fiscal impact for both projects is \$591,293.32

**Recommended Action:**

It is recommended the Board of Trustees approve the district to purchase Hewlett Packard computers for the Advanced Technology Center and Speech/Drama Addition from Computek International using CMAS Agreement 3-07-70-2468A.

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

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



Quote Sheet

**Roger Llamas**

Quote # R112107-3L

<b>DATE:</b>	11/27/2007
<b>NAME:</b>	Jon Booth
<b>COMPANY:</b>	Victor Valley Community College
<b>ADDRESS:</b>	18422 Bear Valley Road Visctorville CA 92395
<b>PHONE:</b>	760-245-4271
<b>EMAIL:</b>	boothj@vvc.edu

PART NO.	QTY	DESCRIPTION	UNIT	PRICE
EW290AV	580	<b>Advanced Tech Center</b> <b>HP Compaq dc5700 Small Form Factor</b> Intel® Core 2 Duo E4500 (2.2/800/2M) - Intel® Q963 Express chipset 1GB PC2-5300 (DDR2-667) 2x512 - Windows® XP Home Thermal Kit - SFF - Standard power supply - d5 SFF Integrated Intel® Media Accelerator 3000 80GB SATA 3.0Gb/s - 48X/32X Combo Drive - SATA USB 2-Button Optical Scroll mouse HP USB Standard keyboard 3-year (parts/labor/next business day on-site) limited warranty - SFF	\$ 494.00	286,520.00
PX849AA#ABA	608	<b>HP L1706 17-inch LCD Flat Panel Monitor - Analog</b> 15-pin D-sub (Analog VGA) - 500:1 Contrast Ratio - 300 nits Tilt: -5° to +30° - 1280 x 1024 - 5 ms response time Asset control supported - Anti-Glare and Anti-Static No Integrated speakers Warranty - 3-year parts, 3-year labor, 3-year onsitelimited warranty. Next business day exchange available.	\$ 165.00	100,320.00
EW290AV	25	<b>HP Compaq dc5700 Small Form Factor Dual Screen capable via DVI add2 Card</b> Windows® XP Home - Intel® Q963 Express chipset -Thermal Kit: SFF Standard power supply - d5 SFF -Intel Core 2 Duo E4500 (2.2/800/2M 1GB PC2-5300 (DDR2-667) 2x512 - Country kit dc5700 ADD2 SDVO+ DVI adapter - 80GB SATA 3.0Gb/s 48X/32X Combo Drive - SATA - USB 2-Button Optical Scroll mouse HP USB Standard keyboard - 3-year (parts/labor/next business day on-site) limited warranty - SFF	\$ 502.00	12,550.00
PX849AA#ABA	50	<b>HP L1706 17-inch LCD Flat Panel Monitor - Analog only</b> 2 monitors per CPU for group B 15-pin D-sub (Analog VGA) - 500:1 Contrast Ratio - 300 nits Tilt: -5° to +30° - 1280 x 1024 - 5 ms response time Asset control supported - Anti-Glare and Anti-Static No Integrated speakers Warranty - 3-year parts, 3-year labor, 3-year onsitelimited warranty. Next business day exchange available.	\$ 165.00	8,250.00
KD741US#ABA	29	<b>HP Compaq 6510b Notebook PC</b> Vista® Business 32/64 - Core2 Duo T7250 - LCD 14.1 WXGA 1 GB 667DDR2 1DIMM - 80G HD 5400RPM - Keyboard:TouchPoint DVD+/- RW DL - 6 Cell 55Whr - 56K Modem - Wireless-802.11a/b/g Bluetooth 2.0+ - Warranty: 3/3/0	\$ 749.00	21,721.00

**SUB TOTAL:**  
 7.75% **TAX:**  
**S & H:**  
**TOTAL:**

Notes:





Quote Sheet

**Roger Llamas**

Quote # R112107-3L

<b>DATE:</b>	11/27/2007
<b>NAME:</b>	Jon Booth
<b>COMPANY:</b>	Victor Valley Community College
<b>ADDRESS:</b>	18422 Bear Valley Road Visctorville CA 92395
<b>PHONE:</b>	760-245-4271
<b>EMAIL:</b>	boothj@vvc.edu

PART NO.	QTY	DESCRIPTION	UNIT	PRICE
<b>Advanced Tech Center (Cont.)</b>				
EN488AA#ABA	29	HP Docking Station with Smart Adapter	\$ 155.00	4,495.00
DT528A#ABA	29	HP USB Standard Keyboard	\$ 24.00	696.00
DC172B	29	HP USB 2-Button Optical Scroll Mouse	\$ 13.00	377.00
	1	<del>CA E-Waste Recycling Fee</del>	\$6,238.00	6,238.00
33-322-200	25	Ergotron DS100 Dual-Monitor Desk Stand, Horizontal Stand for dual flat panel - aluminum, steel - black - screen size: up to 24" - mounting interface: 100 x 100 mm, 75 x 75 mm	\$ 138.00	3,450.00
IBM-VGA-06-MM	563	SVGA, HD-15, male to male, blk, 6ft video extension	\$ 4.00	2,252.00
USB2-06-AA-EXT	1126	USB2, extension, a/m to a/f, 6ft	\$ 1.70	1,914.20
8121-0740	563	HP power cord 3-wire , 18 AWG , 1 .9m (75in ) long - Has straight (F) C13 receptacle (for 120V in the USA	\$ 5.30	2,983.90
GC762AV	101	HP Compaq dc7800 Ultra-slim Desktop Windows Vista® Home Basic - Intel® Q35 chipset integrated Intel® Core 2 Duo E4400 processor (Not available with Intel vPRO)  E-Star® standard - 1GB PC2-5300 (DDR2-667) SODIMM 1x1GB 80GB 7200RPM SATA 1.5Gb/s - Country Kit dc7800 USDT Slim 24X/24X/24X/8X DVD-CDRW Combo Drive Integrated Intel 82566DM Gigabit Network Connection HP USB Standard Keyboard - HP USB 2-Button Optical Scroll Mouse External 80% High Efficiency Power Supply HP 3-3-3 (parts/labor/next business day on-site) warranty USDT	\$ 565.00	57,065.00
GJ098AA#ABA	101	L1706i Integrated Workcenter (L1706 LCD with Integrated Workcenter Stand)	\$ 204.00	20,604.00
			<b>SUB TOTAL:</b>	529,439.10
			7.75% <b>TAX:</b>	41,031.53
			<b>S &amp; H:</b>	No Charge
			<b>TOTAL:</b>	570,470.63

Notes:



Quote Sheet

**Roger Llamas**

<b>DATE:</b>	11/27/2007	<b>Quote #</b>	R112107-3L
<b>NAME:</b>	Jon Booth		
<b>COMPANY:</b>	Victor Valley Community College		
<b>ADDRESS:</b>	18422 Bear Valley Road Visctorville CA 92395		
<b>PHONE:</b>	760-245-4271		
<b>EMAIL:</b>	boothj@vvc.edu		

PART NO.	QTY	DESCRIPTION	UNIT	PRICE
<b>Speech Drama Addition</b>				
KD741US#ABA	14	<b>HP Compaq 6510b Notebook PC</b> Vista® Business 32/64 - Core2 Duo T7250 - LCD 14.1 WXGA 1 GB 667DDR2 1DIMM - 80G HD 5400RPM - Keyboard:TouchPoint DVD+/- RW DL - 6 Cell 55Whr - 56K Modem - Wireless-802.11a/b/g Bluetooth 2.0+ - Warranty: 3/3/0	\$ 749.00	10,486.00
EN488AA#ABA	14	<b>HP Docking Station with Smart Adapter</b>	\$ 155.00	2,170.00
DT528A#ABA	14	<b>HP USB Standard Keyboard</b>	\$ 24.00	336.00
DC172B	14	<b>HP USB 2-Button Optical Scroll Mouse</b>	\$ 13.00	182.00
GC762AV	2	<b>HP Compaq dc7800 Ultra-slim Desktop</b> Windows Vista® Home Basic - Intel® Q35 chipset integrated Intel® Core 2 Duo E4400 processor (Not available with Intel vPRO) E-Star® standard - 1GB PC2-5300 (DDR2-667) SODIMM 1x1GB 80GB 7200RPM SATA 1.5Gb/s - Country Kit dc7800 USDT Slim 24X/24X/24X/8X DVD-CDRW Combo Drive Integrated Intel 82566DM Gigabit Network Connection HP USB Standard Keyboard - HP USB 2-Button Optical Scroll Mouse External 80% High Efficiency Power Supply HP 3-3-3 (parts/labor/next business day on-site) warranty USDT	\$ 565.00	1,130.00
GJ098AA#ABA	2	<b>L1706i Integrated Workcenter (L1706 LCD with Integrated Workcenter Stand)</b>	\$ 204.00	408.00
EW290AV	7	<b>HP Compaq dc5700 Small Form Factor</b> Intel® Core 2 Duo E4500 (2.2/800/2M) - Intel® Q963 Express chipset 1GB PC2-5300 (DDR2-667) 2x512 - Windows® XP Home Thermal Kit - SFF - Standard power supply - d5 SFF Integrated Intel® Media Accelerator 3000 80GB SATA 3.0Gb/s - 48X/32X Combo Drive - SATA USB 2-Button Optical Scroll mouse HP USB Standard keyboard 3-year (parts/labor/next business day on-site) limited warranty - SFF	\$ 494.00	3,458.00
PX849AA#ABA	7	<b>HP L1706 17-inch LCD Flat Panel Monitor - Analog</b> 15-pin D-sub (Analog VGA) - 500:1 Contrast Ratio - 300 nits Tilt: -5° to +30° - 1280 x 1024 - 5 ms response time Asset control supported - Anti-Glare and Anti-Static No Integrated speakers Warranty - 3-year parts, 3-year labor, 3-year onsite limited warranty. Next business day exchange available.	\$ 165.00	1,155.00
			<b>SUB TOTAL:</b>	19,325.00
			7.75% <b>TAX:</b>	1,497.69
			<b>S &amp; H:</b>	No Charge
			<b>TOTAL:</b>	20,822.69


**Notes:**


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT/PROPOSAL – COMPUTEK INTERNATIONAL –  
COMPUTER DEPLOYMENT FOR ADVANCED TECHNOLOGY  
CENTER

SUBMITTED BY: Jon Booth, Technical Services Department

RECOMMENDED BY: Bruce Baron 

APPROVED BY: Robert Silverman 

**Description/Background:**

The college has created an accelerated schedule to hold classes in the new Advanced Technology Center for the start of spring semester on February 11, 2007. In order to accomplish this we will need the services of an outside vendor to work under the supervision of our Technical Services staff to image and install almost eight hundred computers and peripheral equipment on to customized computer furniture. Our Technical Services staff will create the images for each computer which includes the software and network applications. The vendor will assist with the replication of those images, the delivery, and the assembly in the new facility.

**Need:**

The college requires specialized resources to assist in the imaging of almost eight hundred computers and the installation of those computers on to customized furniture. This project will be done under the supervision of our Technical Services Department.


**Fiscal Impact:** \$132,440.00 – To be funded from Fund 71, capital program funds and is fully reimbursable by the state.

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement/proposal with Computek International in the amount of \$132,440.00 to assist with the computer deployment project for the Advanced Technology Center

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

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

Victor Valley College	Proposal	Date Modified: 11/07/2007	
PC Deployment	Revision: 1.0	Modified by: James Stover	

## Statement of Work

This Statement of Work is issued by Computek ("Consultant"), with offices at 9383 Charles Smith Avenue, Rancho Cucamonga CA 91730 and accepted on \_\_\_\_\_, 2007, by Victor Valley College ("Client"), with offices at 18422 Bear Valley Rd. Victorville, CA 92395-4271.

### **Vision & Scope**


The following describes the scope of work, including targets, priorities, expectations, and objectives, for the Solution requested by the Client.

Currently, Victor Valley College has a Desktop & Laptop system deployment project to accommodate new computer systems in the new Advanced Technology Center. The time provisions will be accomplished by providing sufficient resources at different levels of experience and rates in order to provide the best possible team at the lowest possible cost to the Client.

This project will allow Victor Valley College the expertise and increased manpower required to accomplish this deployment without the cost of hiring additional full time IT support staff foregoing the long term costs associated with such investments.

The Consultant is assuming a partnership with the Client for this engagement in such a manner that the success of the above depends on the information gathered by Computek from the Client. It's further assumed that the Client discloses all reasonable information pertinent to this engagement and is available for discussion regarding this information.

Customer Initials: \_\_\_\_\_

Victor Valley College	Proposal	Date Modified: 11/07/2007	
PC Deployment	Revision: 1.0	Modified by: James Stover	

## Engagement Approach

Computek adds value to individual clients by following an engagement approach that offers a continuous improvement cycle. This engagement approach serves as the foundation for making solid business decisions, creating realistic expectations, and ultimately, adding value and productivity. There are a total five phases in the engagement approach: Envisioning, Planning, Development, Deployment, and Maintenance. Once these phases are completed, they are repeated again and again to improve productivity and business value.

**Envisioning** - The Envisioning phase focuses on understanding the value of technology by looking at the future of the organization and its needs for specific technologies. During this phase, Computek will gather the Client's current organization and technology environment information to better understand the organization's goals and objectives and how a particular technology can add value.

**Planning** - The Planning phase is perhaps the most important activity for the engagement. Careful planning can make the difference between a successful deployment and failure. During this phase, Computek will assess resources, schedules, and features for technologies.


**Development** - With a clear vision and plan, focused development is ready to begin. During the development phase, Computek will work with the Client as well as outside vendors if necessary to develop the solutions to meet the goals and objectives created in the Envisioning and Planning phases.

**Deploying** - During this phase, Computek will oversee the implementation of the solutions developed specifically for the Client. This phase requires completing internal staff and administrator training, rolling out and monitoring the systems, and resolving any issues that arrive.

**Maintenance** - The final phase allows for the ongoing support of the system or systems that have been implemented. This allows for a smooth transition and insures a successful engagement.

In order for the project to be successful, communication must be a priority. Therefore, a weekly status meeting will be held with Computek and the Client Sponsor. In order to facilitate additional communication, it is important to note that a special emphasis is placed on the completion of documentation throughout the entire project life cycle.

Customer Initials: \_\_\_\_\_

Victor Valley College	Proposal	Date Modified: 11/07/2007	
PC Deployment	Revision: 1.0	Modified by: James Stover	

# Work Plan

## *Envisioning and Planning*

### ❖ **Tasks to be completed**


- Identify & Procure Systems on behalf of VVC
- Implement Project Plan
- Determine Imaging requirements
- Create deployment Documents
  - Spreadsheets
  - MS Project plan
  - Schedule
    - Delivery
    - Imaging
    - Staging
    - Installation
- Identify Timelines for milestone tasks
- Secure / Coordinate resources required for deployment
  - Storage
  - Manpower
  - Transportation
  - Installation

## *Implementation / Deployment*

### ❖ **Tasks to be completed**

- Storage
  - Accept delivery from shipping company
  - Ensure accurate delivery and order compliance
  - Document all systems with Master Spreadsheet
- Imaging

Customer Initials: \_\_\_\_\_

Victor Valley College	Proposal	Date Modified: 11/07/2007	
PC Deployment	Revision: 1.0	Modified by: James Stover	


- Install images on systems as required by client
- Rename systems and regen "SID" – required for proper functionality when joining domain
- Repackage and prepare for delivery
- Delivery
  - Load onto transportation
  - Unload and deliver into specified rooms for deployment
  - Unpack and dispose of packing materials in Client supplied disposal facilities
- Installation
  - Install power strip under desk to provide adequate power for each station
  - Mount systems into "below desk" mounting systems
  - Mount monitors on swing arms and run cables through wiring guides
  - Secure all connections to system
  - Power on system and test for network connectivity
- Printers
  - Delivery and unpacking of printers
  - Configuration of network connectivity
- Acceptance
  - Test Scripts completed to validate successful deployment on a room by room basis
  - Overall project acceptance and close out
  - Documentation turn over

### Scheduling

To ensure completion of this deployment in compliance with VVC schedules, certain milestone dates will need to be met.

Start Date	End Date	Task Name	Prerequisites
12/12/2007	1/11/2008	Imaging	Systems delivered to Computek facilities from manufacturer Images supplied by V.V.C. IT Staff Imaging matrix completed
1/14/2008	2/1/2008	Delivery, Installation	Facilities available Furniture installed Networking & power infrastructure completed
2/4/2008	2/8/2008	Wrap-up, Testing, Validation	Installation Completed

Customer Initials: \_\_\_\_\_

Victor Valley College	Proposal	Date Modified: 11/07/2007	
PC Deployment	Revision: 1.0	Modified by: James Stover	

## Fees & Expenses

Fees & Expenses incurred by Consultant during the Engagement of this Statement of Work are considered owed by Client and will be due upon receipt of invoice. This Statement of Work is for Time and Material services.

### **Time and Materials Fees**

Time and Materials Fees are estimated fees for an engagement. The actual cost incurred by the Consultant may differ than that of the estimated costs; therefore, extended costs may ultimately increase or decrease. Weekly status reports and Bi-weekly invoices will allow both parties the ability to stay informed of ongoing time and materials fees.

Item	Description	Unit Cost	Qty	Extended Fees
<i>Senior</i>	Project Design & Implementation	\$ -		\$ -
<i>Implementors</i>	Project Implementation	140.00	946	132,440.00
<i>Support</i>	Project Implementation	-		-
<i>Project Manager</i>	Project Management	-		-
<b>Service Total</b>				<b>\$ 132,440.00</b>
<i>Hardware</i>		\$ -		\$ -
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
<i>Software</i>		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
		-		-
<i>Support Agreement</i>		-		-
		-		-
		-		-
		-		-
		-		-
<b>Product Total</b>				<b>\$ -</b>
<i>Sales Tax</i>	Sales Tax for San Bernardino County			-
<i>Freight</i>	Freight and insurance			-
<i>Standard Rate</i>	Not to exceed 8 hours per day	See Above		-
<i>Time and One-Half</i>	Time between 8-12 hours	1.5 x Rate		-
<i>Double Time</i>	Emergency, Saturday / Sunday and Each additional hour over 12 hours per day	2 x Rate		-
<b>Grand Total</b>				<b>\$ 132,440.00</b>

Customer Initials: \_\_\_\_\_

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VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: CHANGE ORDER – EMBEE TECHNOLOGIES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Bruce Baron *Bruce Baron*

APPROVED BY: Robert Silverman *RS*

**Description/Background:**

The district wishes to submit for approval Change Order #1 for Embee Technologies for additional equipment necessary to enhance network systems in the Advanced Technology Center building.

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

**Need:**

The above items are needed complete the Advanced Technology Center project.

**Fiscal Impact:** \$68,905.99 (This project is State funded and will be 100% reimbursable to the district through Fund 71 up to the approved contract amount.)

**Recommended Action:** It is recommended that the Board of Trustees approve Change Order #1 with Embee Technologies in the amount of \$68,905.99.

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

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

# ***Expedite***

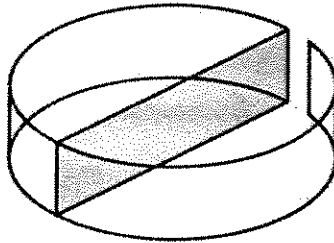
***Victor Valley Community College***

***Cisco Switch Implementation***

**Presented by:**

**Embee Technologies**

**November 25th, 2007**



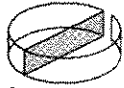
**embee** *technologies*

**16592 Millikan Ave.  
Irvine, CA 92606**

**Prepared by:**  
Luke Slymen  
Rob Clement

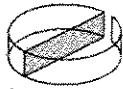
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**VVCC new Technologies building.  
4503  
6500 core upgrade for VVCC new Technologies building**

		<u>Core Switch Upgrade</u>			
1	VS-S720-10G-3C(=)	Supervisor 720 with (2) X2 slots	\$38,000.00	\$38,000.00	\$22,990.00
2	X2-10GB-LR	Long Range Single Mode 10Gbps X2 module	\$4,000.00	\$8,000.00	\$4,840.00
1	WS-C6K-9SLOT-FAN2	High Speed Fan Tray for Catalyst 6509	\$700.00	\$700.00	\$423.50
		<u>Catalyst 4503</u>			
1	WS-C4503	Catalyst 4503 Chassis	\$995.00	\$995.00	\$601.98
2	PWR-C45-1400AC	Catalyst 4500 series 1400 watt power supply	\$1,495.00	\$2,990.00	\$1,808.95
1	WS-X4013+10GE	Catalyst 4500 Sup2 Engine with (4) SFP slots and (2) X2 10Gbps ports	\$11,995.00	\$11,995.00	\$7,256.98
2	WS-X4506-GB-T	Catalyst 4500 line card with 6 10/100/1000 RJ-45 ports and 6 SFP slots	\$3,495.00	\$6,990.00	\$4,228.95
2	X2-10GB-LR	Long Range Single Mode 10Gbps X2 module	\$4,000.00	\$8,000.00	\$4,840.00
12	GLC-SX-MM	1Gbps SFP module for MM fiber	\$500.00	\$6,000.00	\$3,630.00
2	WS-CAC-3000W	Catalyst 6500 Series 3000 Watt Power Supply	\$3,000.00	\$6,000.00	\$3,630.00
<b>Total not including smartnets tax or labor</b>				<b>\$89,670.00</b>	<b>\$54,250.35</b>
Sales Tax					\$4,204.40
Bond					\$2,628.59
Project Total (including Tax and Bond)					\$61,083.34
		<u>Options</u>			
1	WS-X6548-GE-TX=	CATALYST 6500 48PORT FABRIC-ENABLED 10/100/1000 MODULE 48 x 10/100/1000Base-T LAN - - Switching Module	\$12,000.00	\$12,000.00	\$7,260.00
Project total with Option (including Tax and Bond, no Smartnet or Labor)					\$68,905.99



## **About Embee**

At Embee Technologies, we know that effective utilization of complex IT environments is crucial to your organization's productivity, success and growth. Keeping your environment operating efficiently requires tremendous attention and resources — more than most organizations can manage on their own. Working with Embee Technologies, the tasks of designing, procuring, installing and maintaining your wireless infrastructure systems receive the timely and professional attention they require.

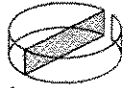
## **Company Profile & Capabilities**

Embee Technologies is a privately owned Valued-Added Reseller (VAR) of Wireless products and peripherals, as well as an information technology integrator of network technology and services.

Embee Technologies holds multiple vendor certifications from companies like Cisco Systems, Microsoft Corporation, Panduit, and many others. Our close partnership with our vendors allows Embee to provide the highest level of technical expertise to our customers.

Embee Technologies is a dynamic company focused on customer satisfaction through applied technology and service flexibility. Embee Technologies' company strategy is *"To assimilate our customer needs, provide effective solutions and develop efficiencies through technology that enable our customers to compete more effectively."*

Embee Technologies is fully committed to meet our customer's varying needs by offering flexible alternatives and business solutions tailored specifically to our customer's requirements. This allows us to keep pace with technology and meet the service needs of our customer's business requirements.



## **Overview of Embee Technologies Services Portfolio**

### **Professional Services**

Embee Technologies brings our people, processes and systems together to deliver uncompromising service solutions for the enterprise. Embee assists our clients in achieving their business goals and objectives by freeing up valuable personnel and resources to utilize technology tools rather than maintain inefficient processes, systems, and partners. Embee Technologies' core competencies will provide business empowerment and improvements that will allow you to focus on your strategic goals and objectives.

### **Technology Planning Services**

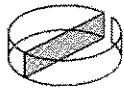
Embee's Technology Planning Services will help you develop the best technical solutions to meet your organization's needs. Embee Technologies' services are designed to provide an organization with the proper tools, processes and expertise for analyzing, planning and implementing the best solutions. Drawing on Embee Technologies' expertise before making a significant investment in technology helps ensure sound decision-making. Embee Technologies highly trained and experienced IT professionals are able to assist with LAN and WAN design, provide comprehensive TCO studies and guide the technology selection process.

### **Consulting Services**

Embee Technologies provides network design and management expertise focused on Novell and Microsoft operating systems and solutions. Our certified consultants assist our clients with baseline systems infrastructure design and planning, technical architecture evaluation, IP network design and implementation and application and database systems analysis.

### **Project Management**

Embee Technologies Project Management Office provides best of breed project management methodologies for all of the services that Embee Technologies delivers. Our program management expertise is engaged during the transition, implementation and steady state phases of a majority of our client engagements. The Project Management Office continuously monitors our major accounts and works with the services delivery staff to implement continuous improvement methodologies and monitor customer satisfaction.



**Conclusion:**

Thank you for the opportunity to earn your business and if for any reason you may need further clarification, please don't hesitate to contact us at 949-266-1700.

*Acceptance*

Embee Technologies looks forward to working with you on this important project offering and any future efforts that may result from this work. The undersigned agree that the services are to be provided per this agreement as described above.

**Client Signature**

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

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

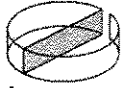
**Embee Technologies**

By: Luke Slymen  
(Authorized Signature)

Name: Luke Slymen  
(Type or Print)

Title: \_\_\_\_\_

Date 11-25-07



### Cisco Parts list

#### IDF 1.2 Parts list:

<u>Qty</u>	<u>Part#</u>	<u>List</u>	<u>total list</u>
1	WS-C6513	\$15,250.00	\$15,250.00
2	WS-SUP32-GE-3B	\$15,000.00	\$30,000.00
10	WS-X6196-RJ-21	\$10,500.00	\$105,000.00
1	WS-X6196-21AF	\$14,000.00	\$14,000.00
2	WS-CAC-6000W	\$5,000.00	\$10,000.00
4	WS-C5484	\$500.00	\$2,000.00
1	WS-C6K-9SLOT-FAN2	\$745.00	\$745.00
<b>Total List Price</b>			<b>\$176,995.00</b>

#### IDF 1.3 Parts list

<u>Qty</u>	<u>Part#</u>	<u>List</u>	<u>total list</u>
1	WS-C6513	\$15,250.00	\$15,250.00
2	WS-SUP32-GE-3B	\$15,000.00	\$30,000.00
10	WS-X6196-RJ-21	\$10,500.00	\$105,000.00
1	WS-X6196-21AF	\$14,000.00	\$14,000.00
2	WS-CAC-6000W	\$5,000.00	\$10,000.00
4	WS-C5484	\$500.00	\$2,000.00
1	WS-C6K-9SLOT-FAN2	\$745.00	\$745.00
<b>Total List Price</b>			<b>\$176,995.00</b>

**Total Cisco List Price \$353,990.00**

#### Optional MDF Switch Upgrades Parts list:

<u>Qty</u>	<u>Part#</u>	<u>List Price</u>	<u>Total List Price</u>
2	WS-SUP720	\$28,000.00	\$56,000.00
1	WS-X6724-SFP	\$15,000.00	\$15,000.00
2	WS-CAC-6000W	\$5,000.00	\$10,000.00
16	GLC-SX-MM	\$500.00	\$8,000.00
<b>Total Switch upgrade List Price (optional)</b>			<b>\$89,000</b>

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

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

**TOPIC:** RESOLUTION TO AMEND SCSEBA AGREEMENT

**SUBMITTED BY:** Sheri Nolan Foster

**RECOMMENDED BY:** Marion Boenheim 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The Victor Valley Community College District currently participates in the SCSEBA (Southern California Schools Employee Benefits Association) medical, dental, vision and life plans. The SCSEBA is a not-for-profit entity that provides medical, dental, vision, life, ancillary, and voluntary employee benefits for public educational agencies.

Recently, the SCSEBA Executive Committee and Board of Directors determined that changes to the Agreement and Bylaws were appropriate. Many of the changes stem from transferring text previously found in the Bylaws to the Agreement. Other changes include moving up the date that SCSEBA rates are released from March/April to February of each year to allow ample time for labor and management to conduct their negotiations therefore, moving up the final notification date from 60 to 90 days; rewarding membership by paying out equity distributions annually to eligible, active members; and, lastly, changing the name of the Agency of the JPA to an Administrative Agent.

**Need:**

The current governing agreement of SCSEBA states, "The Agreement may be amended upon recommendation by the Board of Directors and approval by three-fourths (3/4) of the members' governing boards." Once approved, the changes will take effect on January 1, 2008.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees adopt the attached resolution to amend the SCSEBA Agreement.

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

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







DRAFT 10/9/07  
SOUTHERN CALIFORNIA SCHOOLS  
EMPLOYEE BENEFITS ASSOCIATION

AGREEMENT

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**JOINT POWERS AUTHORITY (JPA) FOR THE  
SOUTHERN CALIFORNIA SCHOOLS EMPLOYEE BENEFITS ASSOCIATION**

**~~AGREEMENT TO ESTABLISH, OPERATE, AND MAINTAIN  
RISK SHARING POOLS FOR EMPLOYEE BENEFIT PLANS~~**

THIS ~~AMENDED AND RESTATED~~ AGREEMENT, herein referred to as (Agreement) is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, relating to the joint exercise of powers, between the public educational agencies signatory hereto, and also those which may hereafter become signatory hereto, for the purpose of operating an agency to be known and designated as the Southern California Schools Employee Benefits Association, hereinafter designated "(SCSEBA)."

**W I T N E S S E T H:**

WHEREAS, it is to the mutual benefit of the parties herein subscribed and in the best public interest of said parties to join together to establish this ~~Risk Pooling~~ Agreement to accomplish the purpose hereinafter set forth: and

WHEREAS, the development, organization and implementation of "SCSEBA" is of such magnitude that it is desirable for aforesaid parties to join together in this Agreement in order to accomplish the purposes hereinafter set forth; and

~~WHEREAS, the signatories hereto designated as charter members are also signatories to a Joint Powers Agreement establishing the Inland Empire Schools Insurance Authority ("EMPIRE"); and~~

~~WHEREAS, all members of the "EMPIRE" Employee Benefit Plan which are charter member signatories hereto wish to assign the "EMPIRE" Employee Benefit Plan(s) and delegate them to "SCSEBA"; and,~~

WHEREAS, it has been determined by the signatories hereto that risk pooling for employee benefit plans can adequately serve the needs of all such signatories; and

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, of the California Government Code ~~Sections 6500, et seq. ("the Act")~~ authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to jointly provide for risk pooling of employee benefit plans for their mutual advantage or concern;

NOW, THEREFORE, for, and in consideration of, the mutual advantages to be derived there from, and in consideration of the execution of this Agreement by other public educational agencies, each of the parties hereto does agree as follows:

## ARTICLE I

### CREATION OF THE EMPLOYEE BENEFITS RISK POOL

A public agency, separate and apart from the public educational agencies signatory hereto, ~~and separate and apart from "EMPIRE,"~~ shall be and is hereby created and shall hereafter be designated as the Southern California Schools Employee Benefits Association, hereinafter referred to as "SCSEBA."

#### A. PURPOSE OF "SCSEBA"

"SCSEBA" is established for ~~the purposes of administering this Agreement, pursuant to the joint powers provisions of the California Government Code, and of providing the services and other items necessary and appropriate for the establishment, operation and maintenance of employee benefit plans for employees and officers of the public educational agencies which are members thereof; to provide for the establishment and maintenance of a fund or funds for the purpose of paying claims and associated operating expenses and other administrative costs; and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding employee benefit plans as more specifically provided for in the Bylaws.~~

#### B. POWERS OF "SCSEBA"

"SCSEBA" shall have all of the powers common to its members and all powers as set forth in the Act, and it is hereby authorized to do all acts necessary to the accomplishment of its purpose and in the exercise and said powers. Such powers included, but are not limited to the following:

- a. To make and enter into contracts;
- b. To employ agents and employees;
- c. To incur debts, liabilities and obligations, provided that no such debt, liability or obligation shall constitute a debt, liability, or obligation of its Members;
- d. To acquire, hold, or dispose of real, personal and intangible property and property rights, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and public agencies;
- e. To sue and be sued in its own name and to settle any claim against it;
- f. To receive and use contributions and advances from Members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment or property;
- g. To apply for, accept, receive, and disburse grants, loans, and other funds from any agency of the United States or of the State;
- h. To invest any money that is not required for its immediate necessities, pursuant to Government Code Section 6509.5; and
- i. To carry out all provisions of this Agreement.

~~authority to exercise any power common to the public educational agencies which are parties to this Agreement, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. The powers of "SCSEBA" shall include all powers permitted by law, including but not limited to the powers set forth in Section 6508 of the California Government Code;~~

and shall also include the power to sue and be sued in its own name. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of "SCSEBA" shall be subject to the same restrictions in exercising its powers as is a public school district except as otherwise provided in the Agreement.

## **ARTICLE V**

### **MEMBERSHIP**

Each party to the Agreement must be a Public Educational Agency within the State of California to be eligible for membership in "SCSEBA" as defined by the Bylaws, and shall become a member of "SCSEBA" on the effective date of this Agreement, except as provided elsewhere in this Agreement or the Bylaws. Each member of "SCSEBA" shall be entitled to the rights and privileges of, and shall be subject to the obligations of membership as provided in this Agreement and in the Bylaws. New Members may be added upon recommendation of the Executive Committee, approval of the Board of Directors, and execution of this Agreement.

## **ARTICLE II**

### **TERM OF AGREEMENT**

This Agreement shall become effective at 12:01 a.m. on December 1, 1993, except as provided in Article III the first day subsequent to the day that three-fourths of the current SCSEBA member governing Boards adopt a resolution approving this Agreement, and continues in effect until lawfully terminated as provided herein and in the Bylaws. This Agreement, when approved, replaces any prior SCSEBA Agreement and any subsequent amendments thereto. SCSEBA shall promptly notify all Members in writing of the effective date of this Agreement.

If those public educational agencies which have executed the Agreement by December 1, 1993 do not collectively represent a minimum of 4,000 lives in each of three benefit plans, specifically medical, dental, and vision, then this Agreement shall not be effective unless those public educational agencies mutually agree in writing that this Agreement will be effective notwithstanding this provision. In the event that this Agreement is not effective, each public educational agency which executed the Agreement shall continue as a member of "EMPIRE" if it was a member prior to execution of this Agreement.

## **ARTICLE III**

### **ASSUMPTION OF RESPONSIBILITY**

"SCSEBA" shall assume obligations, assets, claims, and responsibilities of the medical, dental, vision and group life plans of "EMPIRE" on the date this Agreement becomes effective, as set forth in and subject to the terms and conditions of the "EMPIRE" agreement and executed by its members. This Agreement and the establishment of "SCSEBA" shall not be effective until the first day of the month following the date on which the Agreement is lawfully executed by a sufficient number of public educational agencies which are currently members of "EMPIRE" to produce the minimum number of lives or the waiver thereof required by Article II. It is understood by the parties hereto that the establishment of "SCSEBA" is expressly contingent upon the lawful transfer, assignment, and delegation of such rights, duties, obligations, assets, and liabilities of

"EMPIRE" as are reasonably necessary for "SCSEBA" to exercise the powers hereunder.

## **ARTICLE ~~VI~~ IV**

### **BOARD OF DIRECTORS**

"SCSEBA" shall be governed by a Board of Directors, which shall direct and manage SCSEBA pursuant to the terms of this Agreement and the Bylaws. Each party to this Agreement shall appoint a primary and an alternate management representative and a primary and an alternate labor representative to the Board of Directors. Each representative must be a current employee or a member of the governing board of the member and each primary or alternate representative shall have a separate and equal vote on the "SCSEBA" Board of Directors.

## **ARTICLE V**

### **MEETINGS OF THE BOARD OF DIRECTORS**

The Board of Directors may conduct regular, adjourned regular, special and adjourned special meetings, and provided however, that it will hold at least one regular meeting each year. The date, time and place for the annual meeting shall be fixed by adoption of the Board of Directors and filed with each Member of SCSEBA. The Board of Directors may hold additional meetings as called by the Executive Committee or upon the request of a majority of the Board of Directors.

All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act of California Government Code, as said Chapter may be modified by subsequent legislation and by applicable sections of the California Education Code, and as augmented by the rules of the Board of Directors not inconsistent therewith. Except as otherwise provided or permitted by law, all meetings of the Board of Directors, whether at a physical location, telephonic or web based, shall be open and made available to the public.

The Board of Directors shall cause to be kept minutes of its meetings, and shall promptly transmit to the Members of SCSEBA true and correct copies of the minutes of such meetings.

## **ARTICLE VI**

### **OFFICERS**

The officers of SCSEBA shall be elected by and from the Board of Directors. The principal officers shall be a President, Vice President, Secretary and Treasurer, and shall serve a term of office concurrent with their term as representatives on the Executive Committee, or such other term as is determined by the Board of Directors. Any person elected or appointed as an officer may be removed at any time, with or without cause, and all vacancies however arising may be filled at any time by the affirmative vote of a majority of the Board of Directors. The Board of Directors in their election of the offices of President and Vice President will strive to have a balance of labor and management representatives serve in these positions.

A. The President provides general supervision and direction over the business of SCSEBA, sees that all orders and resolutions of the Board of Directors are carried into effect, and may be a member of all



committees appointed by the Board of Directors. The President shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors.

- B. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.
- C. The Secretary shall ensure that recording of all votes and minutes of all proceedings, shall give, or cause to be given, notice of all meetings of the Board of Directors and of the Executive Committee, when notice is required by law; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or the President.
- D. The Treasurer shall ensure that all financial reports are provided, and have such powers and perform such duties as may be prescribed from time to time by the Board of Directors or the President.

## ARTICLE VII

### EXECUTIVE COMMITTEE

~~An Executive Committee shall be elected pursuant to the terms of this Agreement and the Bylaws and provide direction to the Chief Administrative Officer for the day-to-day business of "SCSEBA." The Executive Committee shall exercise such powers as are delegated to it by the Board of Directors, this Agreement and the Bylaws. The Executive Committee shall consist of ten members. In addition, the Board of Directors shall also elect two (2) non-voting members who are employed as professional and/or benefits technicians to the Executive Committee.~~

An Executive Committee of ten (10) members shall be elected by the Board of Directors to provide direction to the Chief Administrative Officer for the day-to-day business of the SCSEBA and to exercise those powers and have such authority as delegated to it by the Board of Directors, the Association Agreement and these Bylaws. The Association SCSEBA officers, elected by the Board of Directors, shall be members of the Executive Committee. The President or the Vice President, the Secretary and the Treasurer shall be elected from among any of the representatives of Members participating in the medical Plan. Additionally, the Board of Directors shall elect six (6) members at large to the Executive Committee. The Executive Committee shall consist of five (5) members elected from management representatives and five (5) members elected from labor representatives. In total, four (4) officers and two (2) additional representatives must be from members of the medical plan. The Board shall also elect two (2) non-voting members who are employed as professional and/or benefits technicians.

The Executive Committee shall establish written investment policy and shall have the power to invest or cause to be invested, in compliance with such policy and with Section 6509.5 of the California Government Code, such Reserve surplus monies as are not necessary for the immediate operations of the Association SCSEBA and its Plans in such securities as allowed by Section 53601 of the California Government Code.



## ARTICLE VIII

### COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of SCSEBA. The committees will investigate, study and make recommendations to the Board of Directors or the Executive Committee, as appropriate.

## ARTICLE IX

### AGENCY-ADMINISTRATIVE AGENT

The San Bernardino County Superintendent of Schools is hereby designated as the initial Agency to administer this Agreement, pursuant to the provisions of the Government Code of the State of California. Successor Agencies may be designated pursuant to the Bylaws.

The Board of Directors may enter into one (1) Administrative Agent Agreement with a public agency, which may be a Member, to provide support for the day-to-day operations of SCSEBA, as directed by the Board of Directors.

Unless an Administrative Agent Agreement is in force that provides staff support to SCSEBA, The Board of Directors may appoint or employ necessary staff in accordance with this Agreement and Bylaws.

## ARTICLE X

### ACCOUNTS AND RECORDS

SCSEBA, pursuant to Government Code Section 6505, shall provide for strict accountability for all funds and report of all receipts and disbursements:

- A. Books and records shall be open to inspection at all reasonable times by representatives of the Members.
- B. As soon as practical after the close of each Fiscal Year, a complete written report of all financial activities for such Fiscal Year for each Plan shall be given to each Member.
- C. The Auditor-Controller/Recorder of the Administrative Agent shall draw warrants to pay demands against SCSEBA when such demands have been duly approved in accordance with the rules and procedures established by SCSEBA.
- D. An annual audit of SCSEBA's accounts, records, and financial affairs shall be made by an independent Certified Public Accounting firm. The minimum requirement of such audits shall be those prescribed by the State Controller for Special Districts pursuant to Section 25909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. Reports of such audits shall be filed as a public record with each Member and with the Auditor-Controller/Recorder of the Administrative Agent.

## ARTICLE XI

### RESPONSIBILITIES FOR FUNDS AND PROPERTY

The Treasurer-Tax Collector of the Administrative Agent shall have the custody of and disburse SCSEBA funds. The Treasurer shall receive and receipt for all money of SCSEBA and place it in the treasury of the Treasurer to the credit of SCSEBA; be responsible, upon his or her official bond, for the safekeeping and disbursement of all SCSEBA money so held by him or her; and pay any sums due, out of money of SCSEBA, as approved for payment by the Board of Directors or by any body or person to whom the Board of directors has delegated approval authority making such payment from SCSEBA funds upon warrants drawn by the Treasurer. The Treasurer shall have all rights and responsibilities in Government Code Section 6505.5 or any successor statute.

Pursuant to Government Code Section 6505.1, the Administrative Agent, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of SCSEBA for such purposes as may be defined in the Agreement, Policy Manual or Bylaws.

SCSEBA shall secure and pay for a Blanket Performance Bond, in an amount or amounts and in the form specified by the Board of Directors, covering all Officers of SCSEBA, and all staff of SCSEBA and the Administrative Agent who are authorized to have charge of, handle, and have access to property of SCSEBA.

## ARTICLE VIII-XII

### WITHDRAWAL OF MEMBER

Any Member having completed two (2) consecutive years as a Member of SCSEBA may withdraw as a Member of SCSEBA or, after having completed two (2) consecutive years in any Plan, may withdraw from such Plan at the end of any Plan year by first notifying the Board of Directors in writing prior to December 31<sup>st</sup> that withdrawal is being considered at the end of the current Plan year. Members may consider Plan participation for the Plan year immediately prior to the assumption of responsibility by SCSEBA for the Plans of SCSEBA to determine compliance with the two-year requirement party to this Agreement may withdraw from membership or be involuntarily terminated as a member of "SCSEBA" as provided in the Bylaws.

Such notice shall be considered preliminary and non-binding and may be signed by the Member's representative on the Board of Directors.

Not later than ninety (90) days prior to the end of the current Plan year, any Member having given preliminary notice shall reaffirm its withdrawal by submitting to the Board of Directors a resolution adopted by its governing board giving final notice of such withdrawal. Such notice shall be final and binding. Failure to submit the resolution as required by this provision shall have the effect of voiding the preliminary notice as though it were not given.

**ARTICLE XIII**  
**TERMINATION OF MEMBERSHIP**

A Member may be involuntarily terminated from SCSEBA or from any Plan at any time upon recommendation of the Executive Committee and vote of two-thirds (2/3) of the Member representatives in attendance at a regularly called meeting of the Board of Directors. Involuntary termination from SCSEBA shall have the effect of eliminating the Member as a signatory to the Agreement and as a Member of SCSEBA, effective at the end of the Fiscal Year in which the action is taken or upon such other date as the Board of Directors may specify.

Grounds for involuntary termination include, but are not limited to, the following:

- A. Failure or refusal of a Member to abide by the Agreement or Bylaws and any amendments thereto.
- B. Failure or refusal to pay Contributions or Assessments to SCSEBA.
- C. Persistent failure by a Member's representative(s) to attend meeting of the Board of Directors.

**ARTICLE XIV**

**EFFECT OF WITHDRAWAL OR TERMINATION**

Upon the withdrawal of any Member from SCSEBA, or from any Plan, the withdrawing Member's Equity or Deficit position while a participant in each such Plan will continue to be reflected in the records and reports required by the Bylaws. Members withdrawing or terminated on or after July 1, 2007 shall not share in any Equity distributions after their termination date. The Executive Committee shall cause an assessment to be made of a withdrawing or terminating Member for its Pro Rata Share of any Plan Deficit for any Plan year during which the withdrawing or terminating Member was a participant. Participation in each SCSEBA benefit program will be maintained independently. Active membership is defined as any group within a Member district.

**ARTICLE X-XV**

**TERMINATION OF AGREEMENT**

**DISSOLUTION OF SCSEBA AND DISPOSITION OF PEROPERTY AND FUNDS**

Should all parties to this Agreement terminate their membership or be removed from membership in "SCSEBA," this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of "SCSEBA." All property interest, surplus monies, or other assets remaining in SCSEBA following a discharge of all obligations shall be disposed of by returning to each Member on a Pro Rata basis for each year during which the Member was a participant at the time such distribution or assessment is declared by the Board of Directors.

From the effective date of dissolution, no Member shall be accountable to any other Member with regard to

liability for any claim arising from SCSEBA. Any claims that arise from any Member's actions after the effective date of dissolution shall be the responsibility of that Member and that Member's governing body.

The obligation survives the termination of this Agreement, or dissolution of SCSEBA.

## ARTICLE XI

### DISPOSITION OF PROPERTY AND FUNDS

~~In the event of the dissolution of "SCSEBA," the complete rescission or other final termination of this Agreement by all public educational agencies then a party hereto, any property interest or surplus monies remaining in "SCSEBA" following a discharge of all obligations shall be disposed of as provided for in the~~

## ARTICLE XIV-XVI

### LIABILITY AND INDEMNIFICATION

- A. Pursuant to the provisions of Section 895 et seq. of the California Government Code, each member hereto agrees to defend, indemnify and hold harmless each other member from any liability, claim or judgment for injury or damages caused by a negligent or wrongful act or omission of an agent, officer, and/or employee of the indemnifying member which occurs or arises out of performance of this Agreement.
- B. ~~The members of the Board of Directors and their alternates and the members of the Executive Committee and their alternates are indemnified, by this Agreement, and "SCSEBA" does hereby agree to defend, indemnify and hold them harmless, and each of them its members and their authorized officers, employees, agents and volunteers free from any and all claims, expenses, demands, penalties, fines, forfeitures, judgments, settlements, attorney fees, and any other amounts whatsoever actually and reasonably incurred or threatened by reason of or as a result of their official participation and action in pursuance of the execution and administration of this Agreement and the operation of "SCSEBA" created hereunder, including but not limited to amounts arising out of or by reason of any judicial or quasi-judicial action or proceeding, whether civil, criminal, administrative or investigative, provided that it appears to the satisfaction of the Board of Directors that the indemnitee acted in good faith and in a manner reasonably believed by him or her to be in the best interest of "SCSEBA" and that there is no reasonable cause to believe that the conduct was civilly or criminally unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not for purposes of this Agreement in and of itself create any presumption that the indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of "SCSEBA" or that such person had reasonable cause to believe that his or her conduct under the circumstances was unlawful. This provision of indemnity shall not be construed to obligate "SCSEBA" to pay any liability, including but not limited to punitive damages, which by law would be contrary to public policy or itself unlawful. The Board of Directors in its discretion may provide for errors and omissions insurance policy coverage for the directors and officers and employees of "SCSEBA" at the administrative expense of "SCSEBA."~~
- C. The debts, liabilities and obligations of "SCSEBA" do not constitute the debts, liabilities and/or obligations of any member.

## ARTICLE IV XVII

### BYLAWS

"SCSEBA" shall be governed pursuant to those certain Bylaws, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and by such amendments to the Bylaws as may from time to time be adopted. Wherever in this Agreement "Bylaws" are referred to, said Bylaws shall be those set forth in Exhibit "A" as they may be amended from time to time. Each party to this Agreement agrees to comply with and be bound by the provisions of said Bylaws, as they may be amended from time to time, and further agrees that "SCSEBA" shall be operated pursuant to this Agreement and said Bylaws. The Bylaws shall provide for strict accountability of all funds and the report of all receipts and disbursements; shall provide for designation of the public office or officers or person or persons who have charge of, handle, or have access to any property of "SCSEBA"; and shall require them to be bonded in an amount fixed by the Board of Directors. The Bylaws shall specify the depository and custodian of all money of "SCSEBA," its Board of Directors and committees, the election/termination of officers, board and committee members, disposition and investment of "SCSEBA" funds and property, and other matters as appropriate.

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration of SCSEBA.

## ARTICLE XV XVIII

### NOTICE AND SERVICE THEREOF

Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed. SCSEBA shall address notices and other communications to a Member as directed by the Member. Each Member shall provide SCSEBA with the address to which communications are to be sent. Members shall address notices and other communications to SCSEBA, to the Chief Administrative Officers or Secretary at the office address of record as set forth in the Bylaws.

## ARTICLE XH XIX

### AMENDMENTS

This Agreement may be amended upon recommendation by the Board of Directors and approval by three-fourths (3/4) of the members' governing boards. Such amendments shall be binding upon all members of "SCSEBA." Any members in opposition to an amendment after approval by three-fourths of the members' governing boards shall be given the opportunity to withdraw from "SCSEBA" prior to the effective date of the amendment. The effective date of any amendment will be on July 1 following adoption, unless otherwise stated.

## ARTICLE XX

### PROHIBITION AGAINST ASSIGNMENT

No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, premium or asset of SCSEBA.

**ARTICLE ~~XIII~~ ~~XXI~~**

**SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE ~~XVI~~ ~~XXII~~**

**MISCELLANEOUS**

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

**ARTICLE ~~XVII~~ ~~XXIII~~**

**ENFORCEMENT**

"SCSEBA" is hereby given authority to enforce this Agreement. In the event suit is brought by "SCSEBA" and judgment is awarded against a member, the member shall pay all costs incurred by "SCSEBA," including reasonable attorney's fees as fixed by the court.

**ARTICLE ~~XXIV~~**

**EXECUTION**

This Agreement may be executed by each party on a separate copy thereof with the same force and effect as though all parties executing separate copies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such executing agencies. Each executing agency shall promptly transmit three (3) executed copies of this Agreement to the Board of Directors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below:

DATE: 2006 \_\_\_\_\_

BY: \_\_\_\_\_

**MEMBER**

Revised and Approved: March 14, 2003  
Effective: July 1, 2003  
Revised: October 9, 2007  
Effective: January 1, 2008

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**SOUTHERN CALIFORNIA SCHOOLS  
EMPLOYEE BENEFITS ASSOCIATION**

**BYLAWS**

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**BY-LAWS**



**SOUTHERN CALIFORNIA SCHOOLS  
EMPLOYEE BENEFITS ASSOCIATION**

**PREAMBLE**

The Southern California Schools Employee Benefits Association (hereinafter referred to as SCSEBA), is established for the purpose of providing programs of medical, dental, vision, group life, and any other programs of a similar nature benefiting employees and officers of public educational agencies who are members hereof, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding such benefits.

**ARTICLE I**

**DEFINITIONS**

Certain terms used herein shall have special meaning and appear in bold face type. Unless the context requires otherwise, such terms shall have the following meanings:

- A. **Administrative Services Organization (ASO)** shall mean any firm or firms engaged by SCSEBA for the purpose of administering **Claims** and the payment thereof and/or to provide other services related to the processing and payment of **Claims**.
- B. **Administrative Agent** shall mean a public agency with whom SCSEBA has contracted to provide annual support to SCSEBA as directed by the **Board of Directors**.
- C. **Agreement** shall mean the Joint Powers Authority for the Southern California Schools Employee Benefits Association Agreement to Establish, Operate and Maintain Risk Sharing Pools for Employee Benefit Plans as amended and restated.
- D. **Association** shall mean the Southern California Schools Employee Benefits Association (SCSEBA) Joint Powers Authority.
- E. **Board of Directors or Board** shall mean the governing board of SCSEBA established herein to direct and control the **Association**.
- F. **Charter Member(s)** shall be determined by **Plan** participation. Charter membership shall be granted to a **Member** participating in any **Plan(s)** under the **Association Agreement** if the **Member** participated in such **Plan(s)** under the terminating Inland Empire Schools Insurance Authority Agreement at the time of assumption of responsibility as defined in Article III of the **Association Agreement**.
- G. **Chief Administrative Officer** shall mean the administrator employed and paid by SCSEBA to administer the long term and day-to-day operations of SCSEBA.

- H. **Claim** shall mean any liability for payment of employee benefits as established and authorized by the appropriate benefit **Plan** document.
- I. **Consultant** shall mean any firm or firms engaged by SCSEBA for the purpose of providing advice and/or other services related to SCSEBA as directed by the **Board of Directors**.
- J. **Contribution** shall mean money, including, but not limited to, deposit premiums and special assessments, paid by a **Member** to SCSEBA in return for the services and employee benefits provided by the **Association**.
- K. **Deficit(s)** shall mean that amount of liability for any **Plan** in any **Plan** year which is excess of the **Contributions** collected and other revenues for that **Plan** in that **Plan** year.
- L. **Employee** shall mean a **Member's** employee, officer, agent or other party qualifying for employee benefits under the **Member's** contracts or agreements.
- M. **Equity(ies)** shall mean all property interests, surplus monies or other assets remaining within a **Fund's Plan** year less established **Reserves** and other liabilities or **Obligations** of SCSEBA allocatable to any such **Fund's Plan** year.
- N. **Executive Committee** shall mean those persons elected pursuant to these Bylaws to conduct the day-to-day business of SCSEBA.
- O. **Fiscal Year** shall mean the period of time commencing on July 1 and ending June 30.
- P. **Fund** shall mean a sum of money set apart for each **Plan** administered by the **Association** or for such other specific purpose as determined by the **Board of Directors**.
- Q. **Incurred** shall mean the date medical care is provided or services/supplies are purchased without regard to the date payment is made.
- R. **Member** shall mean a **Public Educational Agency** which belongs to SCSEBA.
- S. **Member Insurance Committee** shall mean a committee formed at the **Member** district level consisting, at the minimum, of one non-management classified employee, one non-management certificated employee and one management/confidential employee.
- T. **Obligations** shall include, but not be limited to, all payments required by law, together with all **Reserves** which have been established for the purpose of paying **Claims** or expected **Claims** and related **Claim** costs together with any other legal liabilities incurred by SCSEBA pursuant to these Bylaws.
- U. **Operating Fund** shall mean the fund established by SCSEBA for the purpose of paying administrative and other costs of management services not directly related or allocatable to a specific **Plan**.

- V. **Plan** shall mean a specific program of benefits such as medical, dental, vision, group life, etc.
- W. **Pro Rata**, for purposes of calculating **Equity** and **Deficits**, for whatever reason, including **Plan** termination, **Member** withdrawal, or rebates and assessments, shall mean to determine separately for each year and for each **Plan**, a **Member's** share of an asset or liability by multiplying the total asset or liability by a fraction, the numerator of which is the total **Contribution** and assessment paid to any **Plan** by the **Member** during any year, and the denominator of which is the total **Contribution** and assessment paid to any **Plan** by all **Members** during such year.
- X. **Public Educational Agency** shall mean a school district, community college district, county board of education or county superintendent of schools, regional occupational program or special education local plan area.
- Y. **Reserves** shall mean that part of the **Members' Contributions** for each **Plan** held by SCSEBA to make future payments for **Claims** and associated expenses that have been incurred but are unpaid.
- Z. **SCSEBA** shall mean the Southern California Schools Employee Benefits Association Joint Powers Authority.

## ARTICLE II

### FUNCTIONS OF SCSEBA

The functions of SCSEBA are to:

- A. Provide employee benefit **Plan** programs for the **Employees** of the **Members** of the **Association** and to perform, or contract for the performance of, the financial administration, policy formulation, **Claim** service, legal representation, health education and other services as necessary for the payment and administration of employee benefit **Plans**.
- B. Pay or administer **Claims** of any **Member** for **Claims** arising out of facts occurring during the period of membership in any **Plan** provided by the **Association**. The **Association** shall not pay or administer for a **Member** any **Claims** which arise out of facts incurred before membership in an **Association Plan**, or for **Claims** incurred after termination from any such **Plan**.
- C. Pursue any **Member's** right of subrogation against a third party when in the discretion of the **Board of Directors** the same is appropriate. Any and all proceeds in excess of costs and liability resulting from the assertion of such subrogation rights shall accrue to the **Member** district. All other proceeds shall accrue to the **Association**.
- D. Join another association to provide services or excess/stop loss coverage to SCSEBA.

## ARTICLE III

### MEMBERSHIP

Each party to the **Agreement** must be eligible for membership in SCSEBA as defined herein and shall become a **Member** on the effective date of the **Agreement**, except as provided herein below. Each party which becomes a **Member** of the **Association** shall be entitled to the rights and privileges of, and shall be subject to the obligations of, membership as provided in the **Agreement**.

- A. All **Public Educational Agencies** located within the State of California may apply for membership in SCSEBA.
- B. With the exception of **Charter Members**, **Public Educational Agencies** applying for membership in the **Association** shall be subject to the following conditions:
  - 1. Submission of a formal letter, authorized by the applicant district's or entity's board of trustees, requesting membership;
  - 2. Review of the applicant district's appropriate plan experience by the **Executive Committee**;
  - 3. Determination of eligibility by the **Executive Committee**, and the conditions and terms under which the new applicant district may be recommended to the membership for admission to the **Association**;
  - 4. Following the above determination, the **Executive Committee** will request an executed copy of the **Agreement** together with a resolution authorizing the district's membership in the **Association** formally adopted by the applicant district's board of trustees or appropriate governing body;
  - 5. Recommendations for membership in the **Association** will be brought to the **Board of Directors** by the **Executive Committee**. **Public Educational Agencies** shall become a **Member** of the **Association** upon an affirmative vote by two-thirds (2/3) of the **Member** representatives present at a meeting of the **Board of Directors** providing a quorum exists. The effective date of membership shall be determined by the **Executive Committee**.
- C. Upon admission to membership in the **Association**, each **Member** shall appoint one primary and one alternate management representative and one primary and one alternate labor representative to the **Board of Directors** according to the procedures contained in Article V of these Bylaws.
- D. **Members** are responsible to have their designated representatives or alternates:

1. Attend board meetings and, if elected to the **Executive Committee**, to attend **Executive Committee** meetings. Alternates are not elected to the **Executive Committee** and shall not serve on the **Executive Committee** in the absence of an elected **Executive Committee** member.
  2. Disseminate information within **Member** district.
  3. Review agendas and minutes.
- E. Should any **Member** reorganize in accordance with state statutes, the successor-in-interest or successors-in-interest to the obligations of any such reorganized **Member** may be substituted as a **Member** upon the vote of two-thirds (2/3) of the **Board of Directors**.

#### ARTICLE IV

##### ADMINISTRATIVE AGENT

The **Administrative Agent** is designated by the Board of Directors to provide support to the **Agreement**, pursuant to the provisions of the Government Code of the State of California. Successor **Administrative Agents** may be designated pursuant to Article VI of these Bylaws.

- A. The **Administrative Agent** shall provide day-to-day support of the **Association** consistent with these Bylaws.
- B. The **Administrative Agent**, while acting in conformity with the specific directions of the **Executive Committee** and/or the **Board of Directors**, shall have authority, subject to budgetary and other limitations set forth herein, to carry out all functions authorized, including, but not limited to, making and entering into contracts, employing agents and employees, acquiring, holding, and disposing of personal property, and insuring debts, liabilities or **Obligations**. The **Administrative Agent** may accept and utilize property, real or personal, from any **Member** or its agents or representatives, and each **Member** is authorized to provide such services and property upon such terms as are agreed upon by the **Member** and the **Administrative Agent**.
- C. The **Administrative Agent** shall review the recommendations and directions of the **Executive Committee** and the **Board of Directors**, and where said recommendations and directions, in its judgment, are legal and within budgetary limitations, implement the recommendations and directions.
- D. The **Administrative Agent** may decline to act as agent at any time, provided **Administrative Agent** has given one hundred twenty (120) days prior written notice to the **Executive Committee**.

- E. The **Administrative Agent** shall be accountable for expenditures made from the **Operating Fund** and shall have authority within the total authorized budget of the **Operating Fund** to make any intra-budget transfers.
- F. The **Administrative Agent** or its designee shall, when requested, attend all meetings of the **Executive Committee** and the **Board of Directors**.
- G. The **Administrative Agent** shall process or cause to be processed **Claims** in the manner determined by the **Board of Directors** or the **Executive Committee**.
- H. The **Administrative Agent** shall supervise all personnel who are employed by it for purposes of the **Agreement** in accordance with **Administrative Agent** practices and policies.
- I. The **Association** shall defend and hold harmless the **Administrative Agent** from all liability and damages resulting from actions by the **Board of Directors**, the **Executive Committee**, the Chief Administrative Officer (acting within the defined duties), or representatives of any participating **Members** acting on behalf of the **Association**.
- J. The **Administrative Agent** shall be the fiscal agent for the **Association**.
- K. The **Administrative Agent** shall defend and hold harmless the **Association** for all liability and damages resulting from personnel-related actions by the **Administrative Agent**.
- L. The **Administrative Agency** shall be reimbursed for all costs of operation of the **Association** including, but not limited to, the employment of personnel, contracted services, operational expenses, audit expenses, and other related costs.

## ARTICLE V

### BOARD OF DIRECTORS

- A. A **Board of Directors** is hereby established to direct and control the **Association**.
- B. Each **Member** shall be entitled to appoint to the **Board of Directors** one primary and one alternate management representative and one primary and one alternate labor representative all of whom shall be designated in writing. The primary and alternate management representatives shall be selected and appointed by the District Superintendent. The primary and alternate labor representatives shall be recommended by the local insurance committee and appointed jointly by the local bargaining unit presidents and District Superintendent. If no local insurance committee exists, the primary and alternate labor representatives shall be selected and appointed jointly by the local bargaining unit presidents and District Superintendent. Said representatives and said alternates must be **Employees** of the **Member** and shall serve at the pleasure of the appointing **Member** and are subject to removal in the

same manner as they were selected. Only the designated representatives or designated alternates may represent a **Member**.

- C. Each **Member** shall have two votes, one by the management representative and one by the labor representative, which may be cast only by the designated representative who is in attendance or by the designated alternate who is in attendance if the designated representative is absent. Each designated representative shall have the right to vote only on those issues before the **Board of Directors** which pertain in whole or in substantial part to a **Plan** in which the represented **Member** is a participant as of the date of the vote. No proxy or absentee votes shall be permitted. Except as otherwise provided in these Bylaws, a vote of the majority of those representatives present at a meeting shall be sufficient to constitute action provided that a quorum is present.
- D. A quorum for the transaction of business by the **Board of Directors** shall exist when one third (1/3) of the Members have representatives present at a properly noticed meeting.
- E. The **Board of Directors** may conduct regular, adjourned regular, special and adjourned special meetings, provided, however, that it will hold at least one regular meeting each year. The date, time, and place for the annual meeting shall be fixed by resolution of the **Board of Directors** and filed with each **Member** of the **Association**. The **Board of Directors** may hold additional meetings as called by the **Executive Committee** or upon the request of a majority of the **Board of Directors**. All meetings of the **Board of Directors** shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act of the California Government Code, as said Chapter may be modified by subsequent legislation and by applicable sections of the California Education Code, and as augmented by the rules of the **Board of Directors** not inconsistent therewith. Except as otherwise provided or permitted by law, all meetings of the **Board of Directors** shall be open and public. The **Board of Directors** shall cause to be kept minutes of its meetings, and shall promptly transmit to the **Members** of the **Association** true and correct copies of the minutes of such meetings.
- F. The **Board of Directors**, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate from among its membership an officer for the purpose of receiving service on behalf of the **Board of Directors**.
- G. The **Board of Directors** shall comply with the provisions of the Government Code requiring the filing of a statement with the Secretary of State and with the County Clerk.
- H. The **Board of Directors** may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California or the **Agreement** or these Bylaws.
- I. With the exception of reimbursement for actual and necessary expenses in the conduct of the **Association's** business, no one serving on the **Board of Directors** shall receive any salary or compensation from the **Association**.

## ARTICLE VI

### DUTIES OF THE EXECUTIVE COMMITTEE

The **Executive Committee** shall exercise its powers in the manner set forth in Article VII of the **Agreement**. In addition, the **Executive Committee** is specifically empowered to:

- A. Recommend to the **Board of Directors** for approval the formulas and methods for determining **Contribution** rates, assessments, changes to **Plans**, and the method by which new **Members** shall be allowed into **Plans**.
- B. Ensure that a complete and accurate system of accounting of all **Funds** is maintained at all times as set forth in Article VIII of these Bylaws.
- C. Give direction to the **Administrative Agent** as to entering into contracts consistent with the terms of the **Agreement** and these Bylaws.
- D. Make appropriate periodic reports to the **Members** on the status of the **Association** and its **Plans**.
- E. Develop or cause to be developed and recommend to the **Board of Directors** for approval an annual budget for the **Association**.
- F. Determine the procedure(s) for processing **Claims** except where such procedures conflict with directions of the **Board of Directors**. Such processing shall conform to all provisions of law now in effect or later enacted.
- G. Pursuant to and subject to all of the provisions of Article XIV of the **Agreement**, the **Executive Committee** shall cause an assessment to be made of a withdrawing or terminating **Member** for its **Pro Rata** share of any **Plan Deficit** for any **Plan** year during which the withdrawing or terminating **Member** was a participant.
- H. The **Executive Committee** may, upon two-thirds (2/3) vote, terminate the services of the **Administrative Agent** as administrator, if written notice is given to the **Administrative Agent** by March 1, with an effective date of the following July 1.
- I. The **Executive Committee** shall appoint or contract for a successor **Administrative Agent** should the **Administrative Agent** resign or be terminated or cease to function. Any contract entered into for a successor **Administrative Agent** shall include those provisions set forth in the **Agreement** and these Bylaws which pertain to the **Administrative Agent**, except that the **Executive Committee** may provide that it will perform any duty or authority given to the **Administrative Agent** herein.



- J. The **Executive Committee** shall review all membership and **Plan** participation applications considering experience, demographics, and any other issues presented by staff and make recommendations to the **Board of Directors** for consideration.
- K. The **Executive Committee** shall determine the investment strategy, as well as direct all investment decisions for **Association**.

## ARTICLE VII

### FINANCE

- A. The **Association** shall operate on a **Fiscal Year** from July 1 to June 30.
- B. During the times established by the **Board of Directors** in each **Fiscal Year**, each **Member** shall pay to the **Association** the annual **Contributions** and any special assessments calculated by the **Board of Directors**. Each **Member** of the **Association** located in San Bernardino County hereby agrees to authorize the **Agency** to transfer from the **Member's** general fund any required **Contributions** or assessment. **Members** outside San Bernardino County agree to pay **Contributions** when due or be assessed a penalty as determined by the **Executive Committee**.
- C. A separate **Fund** and system of records shall be kept for each **Plan** of the **Association** and for the **Operating Fund**.
- D. All **Contributions** and assessments shall be credited to the proper **Plan** and all **Claims** shall be paid from such **Plan Fund**.
- E. No **Claim** or **Obligation** shall be paid from one **Plan** to meet the **Obligation** of another **Plan**; however, short term interest bearing loans, with such interest to be determined by the **Executive Committee**, may be made from one **Plan** to another **Plan**. The terms of such loans shall not exceed twelve (12) months. The **Executive Committee** may also authorize loans for other purposes for programs consistent with SCSEBA's mission and benefits of participating **Members**.
- F. **Member** participants in any **Plan** shall share any **Equities** (rebates) or **Deficits** (assessments), if any, on a **Pro Rata** basis. The **Executive Committee** may direct the use of **Equities** to fund programs to benefit districts and their employees, including promotional programs intended to increase membership to SCSEBA. **Equities** may also be used to develop new programs to benefit **Member** districts. **Members** must be current participants in good standing to receive **Equities**. **Members** that have withdrawn or are terminated from SCSEBA on or after July 1, 2007 are not eligible for **Equities**.

- G. All expenditures and disbursements of monies from each **Plan** shall be authorized in accordance with rules and procedures established by the **Board of Directors** and **Executive Committee**.

## ARTICLE VIII

### LIMITATION ON COVERAGE

Except as expressly agreed to by an individual **Member** and the **Board of Directors**, the **Association's** payment and handling of **Claims** shall only be for such **Claims** or insurable risks arising out of facts occurring during the period of membership in the **Association** and only for those **Plans** in which a **Member** participates. Further, except as otherwise agreed to, the **Association** shall not pay for or handle any **Claim** arising out of facts occurring before membership in the **Association**.

## ARTICLE IX

### WITHDRAWAL FROM, TRANSFER OR TERMINATION OF MEMBERSHIP

- A. Any **Member** having completed two (2) complete consecutive years as a **Member** of the **Association** may withdraw as a **Member** of the **Association** or, after having completed two (2) consecutive years in any **Plan**, may withdraw from such **Plan** at the end of any **Plan** year by first notifying the **Board of Directors** of the **Association** in writing prior to December 31st that withdrawal is being considered at the end of the current **Plan** year. Such notice shall be considered preliminary and non-binding and may be signed by the **Member's** representative on the **Board of Directors**. **Charter Members** may consider **Plan** participation for the **Plan** year immediately prior to the assumption of responsibility by the **Association** for the **Plans** of Southern California Schools Employee Benefits Association to determine compliance with the two-year requirement. Not later than ninety (90) days prior to the end of the current **Plan** year, any **Member** having given preliminary notice shall reaffirm its withdrawal by submitting to the Chief Administrative Officer a resolution adopted by its governing board giving final notice of such withdrawal. Such notice shall be final and binding. Failure to submit the resolution as required by this provision shall have the effect of voiding the preliminary notice as though it were not given. Districts which do not comply with these withdrawal rules are subject to a penalty assessment of two months premium, as determined by the **Executive Committee**.
- B. Since enrollment in employee benefit **Plans** is by employee group, i.e., classified, certificated, management, etc., notice pursuant to provision A, above, must be provided for each employee group to which the notice applies.
- C. Appeals regarding these notice requirements may be heard by the **Executive Committee** on a case-by-case basis where significant extenuating circumstances might exist. Decisions concerning such appeals are at the discretion of the **Executive Committee** and do not

constitute precedent for other appeals. It is the intent of the **Association** that waivers or exceptions to the notice procedures shall only be granted under the most adverse circumstances materially affecting the fiscal status of the **Member**.

- D. Upon the withdrawal of any **Member** from the **Association**, or from any **Plan**, the withdrawing **Member's Equity** or **Deficit** position while a participant in each such **Plan** will continue to be reflected in the records and reports required under Article X of the **Agreement**. A **Member** withdrawing on or after July 1, 2007 shall not share in any **Equity** distributions following their withdrawal from SCSEBA.
- E. A **Member** may be involuntarily terminated from the **Association** or from any **Plan** at any time upon recommendation of the **Executive Committee** and vote of two-thirds (2/3) of the **Member** representatives in attendance at a regularly called meeting of the **Board of Directors**. Involuntary termination from the **Association** shall have the effect of eliminating the **Member** as a signatory to the **Agreement** and as a **Member** of the **Association**, effective at the end of the **Fiscal Year** in which the action is taken or upon such other date as the **Board of Directors** may specify. Should a **Member** be involuntarily terminated from the **Association** or from any **Plan**, the provisions of Subparagraph D of this Article regarding **Equity** distributions and **Deficits** shall apply. Grounds for involuntary termination include, but are not limited to, the following:
1. Failure or refusal of a **Member** to abide by the **Agreement** or these Bylaws and any amendments thereto.
  2. Failure or refusal to pay **Contributions** or assessments to the **Association** as provided in Article XI.
  3. Persistent failure by a **Member's** representative to attend meetings of the **Board of Directors**.

## ARTICLE X

### INVESTMENT OF SURPLUS FUNDS

- A. The **Executive Committee** shall establish written investment policy and shall have the power to invest or cause to be invested, in compliance with such policy and with Section 6509.5 of the California Government Code, such **Reserve** surplus monies as are not necessary for the immediate operations of the **Association** and its **Plans** in such securities as allowed by Section 53601 of the California Government Code.
- B. The level of cash to be retained for the actual operation of the **Association** and its **Plans** shall be determined by the **Executive Committee**.

ARTICLE XI

AMENDMENTS

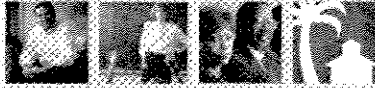
- A. Amendments to these Bylaws may be proposed by any **Member** of the **Association**. Proposed amendments shall be referred to the **Executive Committee** for its consideration. A copy of the proposed amendment, with the **Executive Committee's** recommendations and reasons therefore, shall be submitted to the **Board of Directors**. The proposed amendment shall appear on the **Board of Directors'** meeting agenda with the **Executive Committee's** recommendations thereon.
  
- B. All amendments to these Bylaws must be approved by two-thirds (2/3) vote of the **Board of Directors**, providing that a quorum is present, before the amendment shall become effective. Such amendments shall be binding upon all **Members**. The effective date of any amendment shall be on July 1, following adoption, unless otherwise stated.

ARTICLE XII

EFFECTIVE DATE

These Bylaws shall become effective concurrent with the effective date of the **Agreement**.

Revised and Approved:      March 14, 2003  
Effective:                      July 1, 2003  
Amended:                      October 9, 2007



**SOUTHERN CALIFORNIA SCHOOLS  
EMPLOYEE BENEFITS ASSOCIATION**

**BOARD POLICY MANUAL**

SECTION 0000 - Organization

0001 - Formation of SCSEBA - Purpose

0001.1 Southern California Schools Employee Benefit Association (SCSEBA) was formed on February 1, 1994 for the purpose of providing pooled, self-insured coverages for member public educational agencies. SCSEBA is an association created pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 of the California Government Code.

0001.2 In addition to the aforementioned pooled coverages, SCSEBA provides or arranges to provide, the following services:

- a. Financial administration of the employee benefit pools.
- b. Formulation of plan coverage documents.
- c. Claims administration services.
- d. Legal representation.
- e. Health and Safety education.
- f. Group purchase and stop-loss insurance as appropriate.

**SOUTHERN CALIFORNIA SCHOOLS  
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**BOARD POLICY MANUAL**

SECTION 0000 - Organization

0002 - SCSEBA Goals

- 0002.1 Stabilize individual district dollar contributions for employee benefit coverages.
- 0002.2 Establish contribution formulas for SCSEBA programs.
- 0002.3 Provide benefit programs equal to or better than that available on an individual district basis.
- 0002.4 Manage benefit programs to accomplish dollar savings and improve loss experience.
- 0002.5 Purchase stop-loss insurance to cover losses beyond its financial means or reinsure when all factors indicate that such action is a better alternative.

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SECTION 0000 - Organization

0003 - Membership Listing

The Chief Administrative Officer shall maintain a current listing of Members of the Association and shall distribute the listing to Members at least quarterly if changes have occurred. Such listing shall contain the names of Member entities plans in which they are enrolled.

Amended: March 14, 2003

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**BOARD POLICY MANUAL**

SECTION 0000 - Organization

0004 - Board of Directors Listing

The Chief Administrative Officer shall maintain a current listing of the Board of Directors which shall include the name of each Member representatives and alternates. Such listing shall be distributed to Members at least quarterly if changes have occurred.



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SECTION 1000 - Governance

1001 - Association Agreement

SCSEBA shall be governed by the terms and conditions of the Association Agreement and Bylaws effective February 1, 1994 and subsequent amendments. Any amendments thereto shall be adopted according to the terms of the Agreement, and the Bylaws. A copy of the Agreement and Bylaws are attached and are included as a specific part of this Manual.

Amended: March 14, 2003

Amended: October 9, 2007

**SOUTHERN CALIFORNIA SCHOOLS  
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SECTION 1000 - Governance

1002 - Board of Directors

- 1002.1 Each member district of SCSEBA shall appoint primary and alternate management representatives and primary and alternate labor representatives to the Board of Directors. Each such district shall provide written notification of its representative and alternate to the SCSEBA Chief Administrative Officer. Such representatives and alternates shall serve at the pleasure of the member district.
- 1002.2 Each member district's representatives or alternates are expected to attend all meetings of the Board of Directors. Repetitive unexcused absences of a member district's representatives or alternates may be cause for termination pursuant to Article XIII, Section C of the SCSEBA Agreement.
- 1002.3 Special board meetings may be called at the request of the Executive Committee or in response to a request for a board meeting by any seven or more member districts.
- 1002.4 The semi-annual meetings of the Board of Directors shall be conducted in February and October (unless otherwise designated by the Board of Directors) in the SCSEBA Office.
- 1002.5 The President, or in his absence the Vice President, shall conduct all meetings of the Board of Directors and/or Executive Committee. Should a conflict of interest arise which involves the President, the Vice President shall conduct that portion of the meeting which gave rise to the conflict.
- 1002.6 The Chief Administrative Officer, Southern California Schools Employee Benefits Association, 1012 East Cooley Drive, Suite K, Colton, California 92324-3950, is the specific location designated to receive notices, correspondence, and other communications pertaining to SCSEBA.
- 1002.7 The President of the Board of Directors is designated the official officer for the purpose of receiving service on behalf of the Board of Directors.
- 1002.8 The Board of Directors shall cause to be posted, agendas of regular meetings not less than 72 hours in advance of such meetings, in the SCSEBA Office or as required by the Brown Act. Agendas of special meetings shall be posted in the same location not less than 24 hours in advance of such meetings.
- 1002.9 The Board of Directors shall cause to be filed such notices as are required by Sections 6503.5 and 53051 of the Government Code of the State of California.

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1002.10 Pursuant to the SCSEBA Agreement, the Board of Directors has exclusive authority for the following functions:

- a. Direction and control of SCSEBA.
- b. Resolutions designating meeting dates and locations for receipt of notices and correspondence.
- c. Adoption of the annual budget for inclusion in the Administrative Agent's budget if applicable.
- d. Election of the Association's officers, ten members and two advisory members of the Executive Committee.
- e. Removal of Executive Committee members.
- f. Approval of new member districts.
- g. Termination of member districts.
- h. Establishment of rules and governing the Board of Director's conduct and procedure.

1002.11 Authority is delegated to the Executive Committee to perform all necessary SCSEBA functions not within the exclusive authority of the Board of Directors.

Amended: March 14, 2003

Amended: March 23, 2007

Amended: October 9, 2007

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**BOARD POLICY MANUAL**

SECTION 1000 - Governance

1003 - Board Policies

The Board of Directors adopted the Policies contained in this Manual on February 25, 1994. The Board of Directors may from time to time adopt additional Policies and amend or delete existing ones.

Amended: October 9, 2007

**SOUTHERN CALIFORNIA SCHOOLS  
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**BOARD POLICY MANUAL**

SECTION 1000 - Governance

1004 - Conflict of Interest Code

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of SCSEBA.

Pursuant to Section 4(A) of the Standard Code, designated individuals shall file Statements of Economic Interests, and supplementary information that may from time to time be required, with the Office of the Chief Administrative Officer of SCSEBA.

**APPENDIX**

<b><u>Designated Positions</u></b>	<b><u>Disclosure Category</u></b>
Members of the Executive Committee and the Board of Directors and Alternates	1, 2, 3, 4, 5
SCSEBA Chief Administrative Officer	1, 2, 3, 4, 5
Staff Financial Managers	1, 2, 3, 4, 5
Contract Claims Administrators	1, 3, 4
Legal Counsel	1, 3, 4

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Consultants\*

\*Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Chief Administrative Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Administrative Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

Disclosure Category 1

Persons designated in this category must disclose business entities in which they have an investment, or hold business positions, or which are sources of income to them if such entities or sources of income filed claims, or have claims pending, against any member jurisdiction of SCSEBA during the reporting period.

Disclosure Category 2

Persons designated in this category must disclose business entities in which they have an investment, or hold business positions, or which are sources of income to them if the business entities are of the type in which SCSEBA is empowered to invest its funds.

Disclosure Category 3

Persons designated in this category must disclose business entities in which they have any investment, or hold business positions, or which are sources of income to them if the business entities are of the type that contract with SCSEBA to supply goods, services, materials, supplies, or leased space.

Disclosure Category 4

Persons designated in this category must disclose investments and business positions in business entities and sources of income that are insurance companies, carriers, holding companies, underwriters, agents, solicitors, or brokers.

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Disclosure Category 5

Persons designated in this category must disclose interests in real property located in the jurisdiction, including property located within a two-mile radius of any property owned or used by the association.

Officials Who Manage Public Investments:

It has been determined that the positions listed below manage public investments and will file Form 700.

Members and Alternate Members of the SCSEBA Board of Directors, inclusive of the Executive Committee.

Approved: May 9, 1995  
Effective: June 8, 1995  
Amended: March 19, 2004  
Effective: July 1, 2004  
Amended: March 23, 2007  
Effective: July 1, 2007  
Amended: October 9, 2007

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SECTION 2000 - Administration

2001.1 - Establishment of Plan Funds

Separate funds shall be established for each of SCSEBA's employee benefit pools and separate records maintained for each such pool pursuant to the SCSEBA Agreement and Bylaws.

2001.2 - Establishment of Plan Funds – Contingency Margin

A five percent (5%) contingency margin will be funded for each individual SCSEBA Benefit Plan. The margin will be funded at 5% of the current year rate for each plan. The purpose of this fund will be to provide a margin of financial security against potential assessments for the current year plans.

Adjustments to the margin will be calculated and if needed, funded in conjunction with the annual equity distribution process. Funding for the contingency will be derived from equity reserves and/or interest generated by the individual plans.

New members shall contribute to this fund in the same manner, utilizing their equity distribution returns, to fund their pro rata share within the first three years they become a member of a plan.

Amended: October 26-27, 2000



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SECTION 2000 - Administration

2002 - Fringe Benefit Plans

Fringe Benefit Plan group coverage shall not be continued on a voluntary basis for an employee or elected member who otherwise become ineligible for such coverage because he or she is no longer a qualified group member, except where such continuation is mandated by statute, or where prior approval was given by the Executive Committee and the appropriate carrier.

2002.1 - Payment of Employee Benefit Plan Contributions

Employee Benefit Plan Contributions due from San Bernardino County school districts are affected by means of transfers at the San Bernardino County Superintendent of Schools without the necessity of districts issuing warrants for this purpose.

Contributions in the form of warrants are due from non-San Bernardino County school districts by the 25th of the month in which the enrollment count for such contributions is due or, in the case of the medical plan, the month in which the invoice is issued. If payment is not received by the forty-fifth (45th) day after the date it is due, the appropriate claims administrator shall be instructed to withhold processing of the district's employees' claims until such time contribution payment is made.

Districts whose accounts are over ninety (90) days delinquent may have their coverage terminated at the discretion of the Executive Committee.

2002.2 -- Underwriting Guidelines Pooled Plans

Though it is the intent of SCSEBA to provide a variety of plan options for participating members it is recognized that certain minimum benchmarks need to be established to protect integrity of the existing membership of the pool. These underwriting guidelines are established for that purpose. Secondly, the underwriting guidelines serve to provide SCSEBA with a framework of plan design in which to provide underwriting proposals to prospective members.

Definitions:

**Benefits Eligible Employee:** Includes all full-time and part-time employees and Board Members who are eligible to enroll in the health benefits program.

**Cash In Lieu of Benefits:** An incentive provided by an employer to individuals who waive participation in the group health plan. It does not include salary or other compensation which is part of the individual's base pay (Total Compensation).

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**Flexible Benefits Credits:** Allowances provided by an employer which can be used for the purpose of purchasing health benefits. Unused Flexible Benefit Credits are considered Cash in Lieu of Benefits if they are paid to the individual.

**Participation Percentage:** A formula comprised of a numerator and denominator that is used in determining whether a surcharge applies.

**Numerator:** The number of employees (excluding dependents) enrolled in any employer sponsored medical program (both SCSEBA and non-SCSEBA).

**Denominator:** The number of benefits eligible employees (excluding dependents).

**Payroll Deduction (employee contribution):** The amount deducted from an individual's paycheck to cover their share of the health plan's cost.

**Total Compensation:** The salary and cash allowance available to an employee. Amounts which must be used for a specific purpose (such as flexible benefit credits) are excluded.

1. Districts may fund 100% of a plan's cost or they may require employee contributions via payroll deduction.

2.

The SCSEBA Executive Committee may assign a surcharge to a health plan, except voluntary plans as identified by the SCSEBA Chief Administrative Officer, if the Participation Percentage is below 80%. Employers will provide SCSEBA a census listing identifying benefits eligible employees. The census will show benefit eligible employees as of July 1 and must be provided no later than September 1 annually. The effective date of the surcharge will be October 1.

Participation Percentage	Surcharge
70% - 79.9%	10%
60% - 69.9%	20%
50% - 59.9%	30%
Under 50%: The Executive Committee will consider termination of a district's participation on the affected program.	

3. SCSEBA must be the exclusive medical program offered to an employee classification, except stand along Kaiser programs are permissible.
4. If a stand alone Kaiser plan is offered, SCSEBA's medical program must have at least 50% of the enrollment or a SCSEBA surcharge may be required.
5. New districts' joining SCSEBA's medical programs must have at least 75% of benefits eligible employees enrolled in a SCSEBA medical program.

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6. Employees who sign a waiver form may decline coverage. An employer may not offer more than \$3600 a year to individuals as cash-in-lieu of benefits. Cash back may not be offered to employees who decline dental and/or vision coverage.
7. Minimum Benefits:
  - a) \$5 generic, \$10 brand retail pharmacy co-pay for a 30 day supply
  - b) \$10 generic and \$20 brand mail order pharmacy co-pay, 90 day supply
  - c) \$50 emergency room co-pay
  - d) \$200 deductible on PPO & POS plans
  - e) No 4<sup>th</sup> quarter deductible carry forward
  - f) Lifetime maximum benefit in PPO plans is \$2 million
  - g) A \$10,000 hospice maximum under the PPO plan
8. Proof of eligibility will be required by the district for mid-year changes, adds during open enrollment, and new-hires. SCSEBA requires a fraud warning to be included during open enrollment to remind employees about the definition of a benefits-eligible dependent.

All SCSEBA districts shall complete a re-enrollment once every three years beginning July 1, 2003. The re-enrollment may coincide with the annual open enrollment or it may be done separately.

The Member will be required to provide proof of eligibility for dependents. Proof of eligibility will include but not be limited to, birth certificates, marriage licenses, court orders Or other verifiable documents. Failure to provide requested documentation will result in loss of dependent coverage for each dependent of which proof of eligibility was not given.

9. The COBRA rates for medical, dental and vision coverage will be tiered.
10. The quantity limit for retail prescription drugs will be the industry standard of a 30-day maximum supply. A 90-day mail order supply will be allowed if a double co-pay is applied.
11. Where manufacturers of prescription drugs recommend specific quantity limits for dispensing a drug, SCSEBA will comply with the manufacturer's recommendation and/or follow the recommendation of its pharmacy benefits manager.
12. SCSEBA has adopted exclusion for drugs used primarily for cosmetic purposes unless prior authorization has been given.

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Amended: November 22, 2002  
Amended: March 19, 2004  
Effective: July 1, 2004  
Amended: October 9, 2007

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**2002.3 Underwriting Guidelines – Experience-Rated Medical Plan**

It is recognized that districts making application to participate as an Experience-Rated Plan Member may already be participating with SCSEBA in the pool or the member may be joining SCSEBA for the first time.

1. Due to the inherent volatility of medical claims, the experience-rated funding option is available only to districts that have an average monthly medical enrollment of 1,000 or more employees in the SCSEBA medical plan.
2. Existing pool member districts electing the experience-rated plan must notify the JPA no later than May 1 of each year for an effective date the following July 1.
3. Accounting for Experience-Rated Plan Members

A. Contribution Rates

1. Members who are transferring from the pooled plan to the experience-rated plan will have their initial rate established using their current pooled rate plus the next July 1 rate adjustment as calculated for the pool.
2. Members who were not currently participating in SCSEBA's pooled plan will have their initial rate established by their loss experience and underwriting performed by the SCSEBA consultant.
3. Renewal rates will be determined using the applicable trend, margin and member specific loss information as approved by the SCSEBA Board of Directors.

B. Contributions and Contribution Adjustments

1. Experienced-rated members will advance a deposit equal to 2 months contribution by July 1 of the first year of participation.
2. On a periodic basis, no less than 3 times per year, an accrual basis accounting will be performed by SCSEBA to determine the surplus or deficit of contributions received to date. The accounting will reflect total contributions and other revenues earned as compared to total expenses incurred, which will include a reserve for incurred but unpaid claims (IBNR) and unallocated loss adjustment expenses (ULAE). Surpluses will be returned to the member. Deficits will be invoiced to the member and must be paid within 15 days of receipt.

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3. If at any time, an experience-rated member has insufficient cash on deposit with SCSEBA to continue to pay claims, claims payments will be suspended until the district transmits sufficient funds to SCSEBA, which shall be no less than 1 month's average contribution.
  - C. Experience-rated members will be responsible for all claims paid on behalf of their covered employees, dependents, retirees, COBRA participants, or other individuals covered by the plan. The member's claim experience will be credited for stop-loss recoveries at the time the reimbursement is received from the stop-loss carrier.
  - D. SCSEBA will estimate the liability for incurred but unpaid claims and unallocated loss adjustment expenses. These amounts will be included as plan expenses. The reserve will be maintained for 24 months following termination from the experience-rated medical plan.
  - E. SCSEBA will charge a monthly fee adequate to cover expenses for the administration of the JPA. This amount will be determined annually and will be higher than the amount charged to districts participating in the pooled plan.
  - F. SCSEBA will charge each experience-rated plan member for other expenses as incurred, including but not limited to the following:
    - a. Administration fees
    - b. Prescription drug administration fees
    - c. Mental Health/Substance Abuse/EAP Fees
    - d. HMO/POS capitation fees
    - e. Stop-loss premiums
  - G. Interest earnings or other revenues received on behalf of an experience-based member will be credited to that individual member.
4. Members may re-enter the pooled medical plan, effective the next July 1, subject to underwriting approval by SCSEBA. Rates will be developed based on the member's claims history and other risk factors. The SCSEBA rates may be higher or lower than rates offered to other members.

Amended: March 19, 2004  
Effective: July 1, 2004  
Amended: October 9, 2007

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SECTION 2000 - Administration

2003 - Records Retention

SCSEBA has an obligation to create and maintain records and information in accordance with accepted records management practices and standards. It shall be the Association's policy to maintain records in accordance with the following Records Retention Schedule.

**RECORDS RETENTION SCHEDULE**

<b>Type</b>	<b>Title</b>	<b>Retention Period</b>
Administration	Correspondence	5 years
	Regulations and Procedures	Permanent
	Accreditation	Permanent
Board of Directors	Agendas	Permanent
	Meeting Notices	Permanent
	Meeting Minutes	Permanent
	Resolutions	Permanent
	Policy	Permanent
Committees	Agendas-Exec. Committee	Permanent
	Agendas-Bene. Advisory Comm	5 years
	Agendas-Other Committee	5 years
	Minutes-Exec. Committee	Permanent
	Minutes-Bene. Advisory Comm	5 years
	Minutes-Other Committee	5 years
Contracts	Contracts, Agreements & MOUs	7 years following end of contract
Financial	Accounts Payable	Permanent
	Correspondence	
	A/P Distribution Journal	
	Cash Disbursements	
	Expense Reports	
	Invoices	
	Accounts Receivable	
	A/R Register	
	Aged Trial Balance	

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	Invoices	
Permanent	Audit Reporting Correspondence/Worksheets Annual Financial Reports State Controller's Reports	Permanent
	Banking Correspondence Bank Confirmations Bank Reconciliations Bank Statements Cancelled and Voided Checks Deposit Slips Signature Authorizations	Permanent
	Ledgers Account Analysis Balance Sheets General Ledger Journal Entries	Permanent
Insurance	Insurance Policies Endorsements Contribution Determinations Claims Audits Actuarial Studies	Permanent Permanent Permanent 5 Years Permanent
Legal	General Correspondence Attorney Correspondence Conflict of Interest Code Conflict of Interest Stmts. Litigation  Opinions Claim Files	5 Years 5 Years Permanent 7 Years 2 Years after litigation is concluded Permanent 2 Years after closing (TPA - 7 Years after closing)
Membership	Membership Records Program Participation Agmts.	Permanent Permanent
Miscellaneous		Permanent



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SECTION 2000 - Administration

2004 - Travel and Conference

- 2004.1 Members of the SCSEBA Executive Committee, Board of Directors and staff are encouraged to attend conferences, professional meetings and other functions when the purpose of such activities is to improve the operation of SCSEBA or the ability of a member of the Board of Directors, an Executive Committee member or employee to perform his or her duties more effectively.
- 2004.2 For Executive Committee members and the Board of Directors, travel, conference and other such function attendance shall be approved by a majority vote of the Executive Committee at a regular meeting. Travel and conference attendance for staff shall be in accordance with the procedures established by the Administrative Agent. Executive Committee members may request mileage reimbursement for attendance at scheduled events; Executive Committee meetings, marketing meetings and other functions for the purpose of SCSEBA operations.
- 2004.3 Members of the Board of Directors or Executive Committee members shall be reimbursed for actual and necessary expenses incurred for travel and conference attendance in conformity with this Policy. Reimbursement for staff will be pursuant to procedures of the Administrative Agent. At the request of a member of the Board of Directors or an Executive Committee member, expenses shall be reimbursed at the conclusion of travel. A memorandum itemizing appropriate expenses with required receipts attached shall be submitted at the conclusion of travel or conference attendance.
- 2004.4 Expense reimbursement shall be limited to the following:
- a. Registration fee (if any).
  - b. Actual cost of coach airfare regardless of the mode of travel.
  - c. Mileage, reimbursed at the current IRS Guidelines.
  - d. Taxi/airport/hotel/airport; during trip, as appropriate, or after arrival, as appropriate.
  - e. Motel/hotel (single person rate only). Reimbursement for lodging shall be limited to the number of conference days plus one regardless of the actual arrival or departure times. Business incidental to a conference or as an adjunct to it that requires an earlier arrival or later departure requires explanation and may not be eligible for reimbursement.

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- f. The cost of meals shall be reimbursed in an amount not to exceed \$65.00 per day including tax and tip. A maximum acceptable tip is 20%. Meals which are included as part of tuition or conference fees and meals prior to start of travel or after travel is completed shall not be reimbursed. On days when three meals at SCSEBA's expense are not required (meals provided as part of conference or while not in travel status), the maximum allowable for each meal shall be as follows:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$30.00

Alcoholic beverages will not be reimbursed.

- g. Airport parking
- h. Car rental

2004.5 Receipts must be provided for all reimbursable expenses.

2004.6 Should a member of the Board of Directors or Executive Committee elect to use his/her own automobile, reimbursement will be limited to mileage rate at the current IRS Guidelines, not to exceed the cost of the lowest round trip airfare. If a personal automobile is used for trips exceeding the airline flying time for such trip, costs incurred for food or lodging en route are not reimbursable.

2004.7 The following procedures shall be used to claim expense reimbursement.

- a. Claims should be submitted no later than the fifth of the month for expenses incurred in the previous month.
- b. Two copies of the claim memorandum shall be submitted to SCSEBA.
- c. Each claim must be itemized by date, nature of expense, and the amount for which reimbursement is claimed. Claims must be for actual and necessary expense.
- d. Attached required receipts to claims.
- e. When travel is by personal automobile in lieu of public carrier, the reimbursement claim must so specify. If two members of the Board of Directors or Executive Committee travel together to a meeting in one car, only one claim shall be submitted for transportation.

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- f. The expense claim must recap all expenses in connection with the authorized attendance.
- g. Members of the Board of Directors or Executive Committee may not receive reimbursement from SCSEBA if the member is reimbursed for the same expenses by another entity.

Amended: April 28, 2000  
Amended: March 14, 2003  
Amended: March 23, 2007  
Amended: October 9, 2007

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SECTION 4000 - Business Functions

4001 - Budgets

- 4001.1 The Board of Directors shall annually, on or before July 1, adopt a budget for the ensuing fiscal year.
- 4001.2 The Executive Committee shall establish a budget calendar and recommend a final budget for adoption by the Board of Directors. Such budget will be included in the Administrative Agent's budget, if applicable.
- 4001.3 The Executive Committee shall monitor expenditures from the Employee Fringe Benefit Program, and the SCSEBA JPA Operating budget. The Executive Committee shall have authority within each of the total Program budgets to recommend any intra-budget transfers. The Executive Committee may delegate this authority to the Chief Administrative Officer.

Amended: October 9, 2007

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SECTION 4000 - Business Functions

4002 - Investments

- 4002.1 The Board of Directors' purpose in establishing financial and investment policies for the Association is to enable it to meet current requirements for the payment of operating expenses, settlement of claims, and other obligations in a timely manner and to invest such funds which are not required for such immediate obligations in a manner that will provide maximum yield consistent with conservation of principal and applicable law. All investment activity shall be subject to the requirements of Sections 16430 and 53601 and Section 53646 of the Government Code of the State of California. All funds of SCSEBA deposited with the San Bernardino County Treasurer shall be invested in accordance with Government Code Section 27000.5, in accordance with the investment policy developed pursuant to Government Code Section 27133, and under the direction of San Bernardino County's Investment Advisory Committee. To accomplish these purposes, the Board of Directors adopts the following:
- 4002.2 Short Term Cash Policy. The Board of Directors' Short Term Cash Policy is to have sufficient investments in the San Bernardino County Treasurer's Cash and Investment Pool and the California State Treasurer's Local Agency Investment Fund to meet the anticipated cash flow requirements of the Association for the next six to twelve months.
- 4002.3 Long Term Investment Policy. The Board of Directors' Long Term Investment Policy is to invest funds not required for short-term cash flow in selective portfolio instruments of the San Bernardino County Treasurer or LAIF in a manner that will preserve capital while maximizing yield considering prevailing market conditions and risk. It is understood that terms of one to three years may be used in selecting long-term investment instruments. Terms in excess of three years may be used with the specific approval of the Board of Directors.
- 4002.4 Board Oversight Policy. It is the policy of the Board of Directors to review the Association's cash flow projections and this policy at least annually:
- a. to determine the necessary funds to be transferred to the short term cash accounts of the Association.
  - b. to review the Association's long term investments, and

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- c. to plan for such future adjustments as may be necessary to ensure that the Association will have sufficient resources to meet its obligations.

4002.5 The Chief Administrative Officer shall develop procedures for the implementation of this policy.

4002.6 SCSEBA's Investment Policy shall be adopted annually by resolution of the Board of Directors. The policy shall be reviewed annually, and any modifications made hereto must be approved by the Board of Directors.

Amended: December 12, 1997

Amended: March 14, 2003

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SECTION 4000 - Business Functions

4003 - Periodic Claims Audits

4003.1 The Executive Committee shall monitor claims processing of the Employee Fringe Benefit Program and assure that periodic claims audits of self-funded medical and dental programs are conducted. Periodic claims audits of other SCSEBA programs will be conducted at the request of the Executive Committee.

Amended: December 12, 1997

Amended: March 14, 2003

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SECTION 6000 - Contracted Services

6001 - Applicability of Code

6001.1 It is anticipated that all contracted services sought by SCSEBA shall be of the type requiring specialized skill, training and experience pursuant to Section 53060 of the Government Code of the State of California.

6001.2 Contracts for any services not exempt under Government Code Section 53060 shall be subject to the requirements of the Public Contracts Code.

6001.3 Selection of Contractor/Consultant

- a. The Chief Administrative Officer shall recommend to the Executive Committee the means by which a contractor or consultant is selected. Considering the expertise required for the services to be performed, this may be a direct award to a qualified contractor, or by using the request for proposal process.
- b. The Executive Committee shall be the final authority for determining the means by which a contractor/consultant is selected, and shall also authorize the Association to enter into such contracts as are deemed appropriate.

6001.4 Contract Review

- a. All new contracts which have not been previously reviewed as to form by Counsel, shall receive such review and approval by Counsel prior to the execution of such contract.
- b. Contract renewals which have previously been approved as to form by Counsel, and do not contain any substantive change of form, shall not require additional review by Counsel.

6001.5 Contracts

- a. Contracts which have been authorized by the Executive Committee and reviewed and approved as to form by Counsel may be executed by any officer of the Association authorized to execute such contracts.



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- b. The Chief Administrative Officer shall have authority to execute all contracts up to \$20,000 with approval of the Executive Committee.
- c. The Chief Administrative Officer and an elected officer of the Association shall jointly execute all contracts in excess of \$20,000 with prior approval of the Executive Committee.

Amended: March 14, 2003

Amended: October 9, 2007

**BOARD POLICY MANUAL UPDATES:**

Board of Directors Adopted: February 25, 1994

Amended: February 16, 2000

Amended: November 22, 2002

Amended: March 14, 2003

Amended: March 19, 2004

Amended: March 23, 2007


Amended: October 9, 2007

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

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

**TOPIC:** MONTHLY FINANCIAL REPORTS

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

**RECOMMENDED BY:** Bruce Baron 

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

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**Description/Background:**

Financial reports are being presented for the period ending October 31, 2007 for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore and Federal Grant Funds.

A copy of the original monthly financial reports is available in the President's office.

**Need:** N/A

**Fiscal Impact:** N/A

**Recommended Action:**

This is an information only item.

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

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

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**GENERAL FUND - FUND 01**  
**As of 10/31/07**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/07</b>	\$ 3,812,886			
<b>Revenues</b>				
Federal	\$ 3,652,231	\$ 498,632	\$ 3,153,599	86.35%
State	\$ 39,827,662	\$ 18,231,989	\$ 21,595,673	54.22%
Local	\$ 12,201,842	\$ 2,595,433	\$ 9,606,409	78.73%
Transfers In	\$ 4,800,000	\$ 2,000,000	\$ 2,800,000	0.00%
<b><u>Total Revenues</u></b>	<u>\$ 60,481,735</u>	<u>\$ 23,326,054</u>	<u>\$ 37,155,681</u>	61.43%
<b>Expenditures</b>				
Academic Salaries	\$ 24,759,854	\$ 4,837,577	\$ 19,922,277	80.46%
Classified Salaries	\$ 14,013,695	\$ 4,216,532	\$ 9,797,163	69.91%
Benefits	\$ 8,934,677	\$ 2,399,374	\$ 6,535,303	73.15%
Supplies	\$ 2,233,497	\$ 391,221	\$ 1,842,276	82.48%
Operating Expenses	\$ 7,287,680	\$ 1,951,837	\$ 5,335,843	73.22%
Capital Outlay	\$ 1,561,905	\$ 768,397	\$ 793,508	50.80%
Transfers, Grants, Contingency	\$ 793,619	\$ 712,872	\$ 80,747	10.17%
Debt Service Retirement/Interest	\$ 2,900,000	\$ -	\$ 2,900,000	
<b><u>Total Expenditures</u></b>	<u>\$ 62,484,927</u>	<u>\$ 15,277,810</u>	<u>\$ 47,207,117</u>	75.55%
 Excess Revenues/(Expenditures)	 \$ (2,003,192)	 \$ 8,048,244		
 <b>Month Ending Fund Balance 10/31/07</b>		 \$ 11,861,130		
 <b>Projected Ending Fund Balance</b>	 \$ 1,809,694			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**DEBT SERVICE PAYMENT - FUND 29**  
**As of 10/31/07**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/07</b>	\$ 40,660,929			
<b><u>Revenues</u></b>				
Local Revenues	\$ 1,017,040	\$ 6,231	\$ 1,010,809	99.39%
Transfers In		\$ -	\$ -	
<b><u>Total Revenues</u></b>	<u>\$ 1,017,040</u>	<u>\$ 6,231</u>	<u>\$ 1,010,809</u>	99.39%
<b><u>Expenditures</u></b>				
Debt Service Payments	\$ 10,800,000	\$ 152,398	\$ 10,647,602	98.59%
<b><u>Total Expenditures</u></b>	<u>\$ 10,800,000</u>	<u>\$ 152,398</u>	<u>\$ 10,647,602</u>	
Net Change in Fund Balance	\$ (9,782,960)	\$ (146,167)		
<b>Month Ending Fund Balance 10/31/07</b>		\$ 40,514,762		
<b>Projected Ending Fund Balance</b>	\$ 30,877,969			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**CAPITAL OUTLAY PROJECTS - FUND 71**  
**As of 10/31/07**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/07</b>	\$ 2,391,958			
<b><u>Revenues</u></b>				
State	\$ 14,434,814	\$ -	\$ 14,434,814	100.00%
Interest Income	\$ 25,000	\$ 36,851	\$ (11,851)	
Redevelopment	\$ 916,000	\$ 530,347	\$ 385,653	42.10%
Transfers In	\$ 6,000,000	\$ 500,000	\$ 5,500,000	
<b><u>Total Revenues</u></b>	<b>\$ 21,375,814</b>	<b>\$ 1,067,198</b>	<b>\$ 20,308,616</b>	<b>95.01%</b>
<b><u>Expenditures</u></b>				
Contracts	\$ 58,000	\$ 2,307	\$ 55,693	
Sites	\$ -	\$ -	\$ -	0.00%
Buildings-New & Remodel	\$ 21,261,314	\$ 4,316,552	\$ 16,944,762	79.70%
Equipment	\$ 56,500	\$ 66,104	\$ (9,604)	
Transfers/Grants/Contingency	\$ -	\$ -	\$ -	0.00%
<b><u>Total Expenditures</u></b>	<b>\$ 21,375,814</b>	<b>\$ 4,384,963</b>	<b>\$ 16,990,851</b>	<b>79.49%</b>
 Net Change in Fund Balance	 \$ -	 \$ (3,317,765)		
<b>Month Ending Fund Balance 10/31/07</b>		<b>\$ (925,807)</b>		
<b>Projected Ending Funding Balance</b>	<b>\$ 2,391,958</b>			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**CHILD DEVELOPMENT CENTER - FUND 72**  
**As of 10/31/07**

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/07</b>	\$ 353,863			
<b><u>Revenues</u></b>				
Federal	\$ 244,216	\$ 55,090	\$ 189,126	77.44%
State	\$ 811,066	\$ 270,085	\$ 540,981	66.70%
Local	\$ 110,015	\$ 7,736	\$ 102,279	92.97%
Transfers In	\$ -	\$ -	\$ -	
<b><u>Total Revenues</u></b>	<b>\$ 1,165,297</b>	<b>\$ 332,911</b>	<b>\$ 832,386</b>	<b>71.43%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 662,481	\$ 154,954	\$ 507,527	76.61%
Classified Salaries	\$ 355,665	\$ 76,180	\$ 279,485	78.58%
Benefits	\$ 222,265	\$ 73,866	\$ 148,399	66.77%
Instructional Supplies	\$ 49,200	\$ 10,424	\$ 38,776	78.81%
Operating Expenses	\$ 87,210	\$ 68,040	\$ 19,170	21.98%
Equipment	\$ 22,800	\$ 22,785	\$ 15	0.07%
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<b><u>Total Expenditures</u></b>	<b>\$ 1,399,621</b>	<b>\$ 406,249</b>	<b>\$ 993,372</b>	<b>70.97%</b>
 Net Change in Fund Balance	 \$ (234,324)	 \$ (73,338)		
<b>Month Ending Fund Balance 10/31/07</b>		<b>\$ 280,525</b>		

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**STUDENT CENTER FEE - FUND 73**  
**As of 10/31/07**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/07</b>	\$ 8,170			
<b><u>Revenues</u></b>	\$ 101,000	\$ 34,201	\$ 66,799	66.14%
<b><u>Expenditures</u></b>				
Transfers Out	\$ 101,000	\$ -	\$ 101,000	100.00%
Net Change in Fund Balance	\$ -	\$ 34,201		
<b>Month Ending Fund Balance 10/31/07</b>		\$ 42,371		

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**HEALTH TRUST FUND - FUND 75**  
**As of 10/31/07**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/07</b>	\$ 19,313			
<b><u>Revenues</u></b>				
Interest Income	\$ 200	\$ 165	\$ 35	17.50%
Transfers In	\$ 15,800	\$ -	\$ 15,800	0.00%
<b><u>Total Revenues</u></b>	<b>\$ 16,000</b>	<b>\$ 165</b>	<b>\$ 15,835</b>	<b>98.97%</b>
<b><u>Expenditures</u></b>				
Reserve For Contingencies	\$ 16,000	\$ -	\$ 16,000	100.00%
<b><u>Total Expenditures</u></b>	<b>\$ 16,000</b>	<b>\$ -</b>	<b>\$ 16,000</b>	
Net Change in Fund Balance	\$ -	\$ 165		
<b>Month Ending Fund Balance 10/31/07</b>		<b>\$ 19,478</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 19,313</b>			



**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**SELF INSURANCE TRUST - FUND 78**  
**As of 10/31/07**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/07</b>	\$ 205,497			
<b><u>Revenues</u></b>				
Interest Income	\$ 6,900	\$ 4,736	\$ 2,164	31.36%
Miscellaneous Income	\$ -	\$ -	\$ -	
Transfers In	\$ -	\$ -	\$ -	
<b><u>Total Revenues</u></b>	<b>\$ 6,900</b>	<b>\$ 4,736</b>	<b>\$ 2,164</b>	<b>82.79%</b>
<b><u>Expenditures</u></b>				
Supplies	\$ -	\$ -	\$ -	
Travel	\$ -	\$ 4,024	\$ (4,024)	
Contracted Services	\$ 80,000	\$ 13,768	\$ 66,232	82.79%
New Equipment	\$ -	\$ -	\$ -	0.00%
Reserve for Contingencies	\$ -	\$ -	\$ -	
<b><u>Total Expenditures</u></b>	<b>\$ 80,000</b>	<b>\$ 17,792</b>	<b>\$ 62,208</b>	<b>77.76%</b>
 Net Change in Fund Balance	 \$ (73,100)	 \$ (13,056)		
<b>Month Ending Fund Balance 10/31/07</b>		<b>\$ 192,441</b>		
 <b>Projected Ending Fund Balance</b>	 <b>\$ 132,397</b>			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**RAMS BOOKSTORE**  
**As of 10/31/07**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/07</b>	\$ 957,874			
<b><u>Revenues</u></b>	\$ 3,819,000	\$ 1,865,448	\$ 1,953,552	51.15%
Less: Cost of Goods Sold	\$ 2,940,000	\$ 1,438,246	\$ 1,501,754	
Gross Margin from Local Revenues	\$ 879,000	\$ 427,202		
Total Other Income		\$ 5,578		
<b><u>Total Revenues</u></b>		\$ 432,780		
<b><u>Expenditures</u></b>	\$ 879,000	\$ 288,707		
Estimated labor to be invoiced		\$ 51,500		
<b><u>Total Expenditures</u></b>	\$ 787,000	\$ 340,207	\$ 446,793	56.77%
Revenues/(Expenditures)	\$92,000	\$ 92,573		
<b>Month Ending Fund Balance 10/31/07</b>		\$ 1,050,447		
<b>Projected Ending Fund Balance</b>	\$ 1,049,874			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**AUXILIARY SERVICES**  
**As of 10/31/07**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/07</b>	\$ 166,492			
<b><u>Revenues</u></b>	\$ 481,000	\$ 167,341	\$ 275,890	57.36%
Estimated "Due From" District		\$ 37,769		
<b><u>Total Revenues</u></b>		<u>\$ 205,110</u>		
<b><u>Expenditures</u></b>				
Estimated Labor to be invoiced "Due To" District	\$ 481,000	\$ 101,306	\$ 351,694	73.12%
<b><u>Total Expenditures</u></b>		<u>\$ 28,000</u>		
		\$ 129,306		
Revenues/(Expenditures)				
	\$ -	\$ 75,804		
<b>Month Ending Fund Balance 10/31/07</b>				
<b>Projected Ending Fund Balance</b>	\$ 166,492			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**ASB FUND**  
**As of 10/31/07**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/07</b>	\$ 118,908			
<b><u>Revenues</u></b>	\$160,000	\$60,371	\$99,629	62.27%
Estimated amount "Due From" District		\$2,970		
<b><u>Total Revenues</u></b>		<u>\$63,341</u>		
<b><u>Expenditures</u></b>	\$160,000	\$56,768	\$103,232	64.52%
<b><u>Total Expenditures</u></b>		\$6,573		
Revenues/(Expenditures)	\$ -	\$ 63,341		
<b>Month Ending Fund Balance 10/31/07</b>		\$ 182,249		
<b>Projected Ending Fund Balance</b>	\$ 118,908			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2007-2008 Financial Statements**  
**FEDERAL/STATE GRANT FUNDS**  
**As of 10/31/07**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/07</b>	\$ 65,911			
<b><u>Revenues</u></b>				
PELL	\$ 10,035,212	\$ 1,514,829	\$ 8,520,383	0.00%
SEOG	310,138	124,987	185,151	7.40%
Direct Loan	423,417	1,477,788	-1,054,371	0.00%
Cal Grant	742,062	0	742,062	0.00%
CARE	103,595	100,000	3,595	0.00%
TRIO	30,000	0	30,000	87.21%
EOPS	8,800	0	8,800	0.00%
ACG	0	0	0	
<b><u>Total Revenues</u></b>	<b>\$ 11,653,224</b>	<b>\$ 3,217,604</b>	<b>\$ 8,435,620</b>	<b>0.20%</b>
<b><u>Expenditures</u></b>				
PELL	\$ 10,035,212	\$ 1,514,829	\$ 8,520,383	0.00%
SEOG	310,138	125,021	185,117	8.11%
Direct Loan	423,417	1,472,038	-1,048,621	0.00%
Cal Grant	742,062	0	742,062	1.02%
CARE	103,595	26,000	77,595	21.76%
TRIO	30,000	0	30,000	100.00%
EOPS	8,800	0	8,800	100.00%
ACG	0	0	0	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
<b><u>Total Expenditures</u></b>	<b>\$ 11,653,224</b>	<b>\$ 3,137,888</b>	<b>\$ 8,515,336</b>	<b>0.81%</b>
 Net Change in Fund Balance	 \$ -	 \$ 79,716		
<b>Month Ending Fund Balance 10/31/07</b>		<b>\$ 145,627</b>		
 <b>Projected Ending Fund Balance</b>	 <b>\$ 65,911</b>			