

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: ADMINISTRATION OF OATH OF OFFICE TO NEW AND
RETURNING BOARD MEMBERS**
REQUESTED ACTION: NOT APPLICABLE

SUMMARY:

In accordance with Education Code 5017, the oath of office will be administered to the following new and returning Board members:

| <u>Name</u> | <u>Representing</u> | <u>Term</u> |
|-------------------|---|-------------|
| James M. Claffey | Fairfield, Travis AFB, Cordelia, Green Valley | Four Years |
| Phil McCaffrey | Vacaville, Dixon, Winters | Four Years |
| Rosemary Thurston | Benicia, Vallejo, Suisun | Four Years |

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lisa J. Waits, Ed.D.,
Interim Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112


TELEPHONE NUMBER

Administration

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: ANNUAL ORGANIZATIONAL MEETING OF THE
GOVERNING BOARD**

REQUESTED ACTION: APPROVAL

SUMMARY:

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designated the Board meeting of December 17, 2008, as the annual organizational meeting of the Governing Board. This involves the tasks listed below:

1. Elect a President, Vice President, and appoint an Interim Secretary for 2008-09.
2. Establish the dates, times, and locations of the Governing Board meeting (attached).
3. Select a representative to the Solano County School Boards Association.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lisa J. Waits, Ed.D.
Interim Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7112

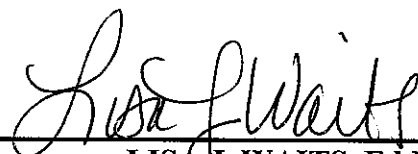
TELEPHONE NUMBER

Administration

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE
GOVERNING BOARD PROCEDURES**

REGULAR MEETINGS

Policy 1025

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
CALENDAR OF BOARD MEETINGS FOR 2009**

The Governing Board meets the first and third Wednesdays of each month at 7:00 p.m. in the Board Room (#626), of the Administration Building. The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent/President's Office.

January 21, 2009
February 4, 2009
February 18, 2009
March 4, 2009
March 18, 2009
April 1, 2009
(Retreat) TBD
May 6, 2009
May 20, 2009
June 3, 2009
June 17, 2009
July 15, 2009
August 5, 2009
August 19, 2009
September 2, 2009
September 16, 2009
October 7, 2009
October 21, 2009
November 4, 2009
November 18, 2009
December 2, 2009
December 16, 2009

LJW:js
BD MTG CAL.2009
Reviewed by Governing Board: 12/17/08

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2008-09

Regular Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------|----------------------------------|------------------|
| Dawna Murphy | Bookstore Operations Coordinator | 12/18/08 |


Independent Contractors

| <u>Name</u> | <u>Assignment</u> | <u>Dates</u> | <u>Amount</u> |
|------------------------|--|--------------------|---------------|
| | <u>Small Business Development Center Charles Eason, Responsible Manager</u> | | |
| RTS-Technical Services | Develop & deliver E300-Process Controls training for Anheuser-Busch | 12/17/08 – 4/30/09 | \$ 5,220.00 |

Professional Experts

| <u>Name</u> | <u>Assignment</u> | <u>Dates</u> | <u>Amount</u> |
|--------------------|----------------------|--------------|---------------|
| Christopher Cronin | Figure Model, Art 19 | 2/6/09 | \$ 133.30 |
| | Figure Model, Art 19 | 3/13/09 | \$ 133.30 |
| Lisa Quinterro | Figure Model, Art 19 | 3/5/09 | \$ 133.30 |
| | Figure Model, Art 19 | 3/20/09 | \$ 133.30 |

Richard Christensen, Ed.D.
Director of Human Resources


LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008
Date Submitted

December 5, 2008
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
December 17, 2008
Page 2

Professional Experts (Continued)

| <u>Name</u> | <u>Assignment</u> | <u>Dates</u> | <u>Amount</u> |
|--------------------|--------------------------|---------------------|----------------------|
| Christopher Cronin | Figure Model, Art 19 | 2/6/09 | \$ 133.30 |
| | Figure Model, Art 19 | 3/13/09 | \$ 133.30 |
| Lisa Quinterro | Figure Model, Art 19 | 3/5/09 | \$ 133.30 |
| | Figure Model, Art 19 | 3/20/09 | \$ 133.30 |
| Erin Stone | Figure Model, Art 19 | 2/27/09 | \$ 133.30 |
| | Figure Model, Art 19 | 4/3/09 | \$ 133.30 |
| Barbara Tooma | Figure Model, Art 19 | 2/20/09 | \$ 133.30 |
| | Figure Model, Art 19 | 3/27/09 | \$ 133.30 |

GRATUITOUS SERVICE

| <u>Name</u> | <u>Assignment</u> | <u>Department/Division</u> |
|--------------------|--|-----------------------------------|
| Joseph Avent | Assist basketball coach | PE/Athletics |
| William McDonough | Assist instructor in Adaptive Horticulture classes | Career Technical Education |

PROBATIONARY RELEASE

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|--------------------|--------------------------------|-------------------------|
| Roseann Hall | Assistant Director, Facilities | December 5, 2008 |

REQUEST TO RESCIND EMPLOYMENT

Subsequent to the Governing Board's employment approval of Fawn McCloud, Nursing Instructor, Medical-Surgical (remaining assignment 1-1/2 years of original 3 years), temporary academic assignment (Categorically funded-Center for Nursing Expansion and Innovation Grant) at the Board meeting of December 3, 2008, to begin January 13, 2009, Ms. McCloud has notified the District of her decision not to accept the position.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

| | | | |
|----------|----------------|-------------------|----------------|
| 11/19/08 | Vendor Payment | 11006783-11006787 | \$ 48,794.02 |
| 11/19/08 | Vendor Payment | 11006788-11006851 | \$ 227,064.57 |
| 11/20/08 | Vendor Payment | 11006852-11006942 | \$ 198,229.09 |
| 11/24/08 | Vendor Payment | 11006943-11006988 | \$ 6,031.50 |
| 11/24/08 | Vendor Payment | 11006989-11007082 | \$ 196,920.98 |
| 12/02/08 | Vendor Payment | 11007083-11007121 | \$ 176,691.35 |
| 12/04/08 | Vendor Payment | 11007122-11007142 | \$1,246,601.91 |

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:
Office of the Superintendent/President
Office of the Vice President of Administrative & Business Services
Library

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

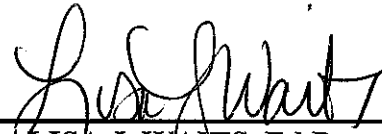
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM Item 9.(d)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS,
RESOLUTION NO. 08/09-17**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

Board approval is requested for Resolution No. 08/09-17, Resolution to Authorize Signatures on Official Financial Documents. Education Code Sections 85232 and 85233 require that orders drawn on the funds of a community college district be signed by a majority of the members of the Board or by a person or persons authorized by the Governing Board to sign orders in its name. The Governing Board shall then cause to be filed with the County Superintendent of Schools the verified signature of each person, including members of the Board, authorized to sign orders in its name. In addition, District Board Policy 3090 states that a formal resolution will be approved when the designated responsible person(s) change.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

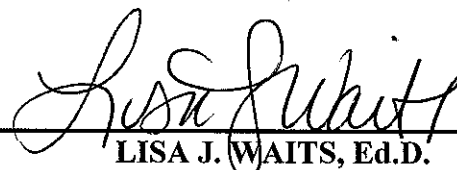
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 08/09 – 17

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District include: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

BOARD PRESIDENT

LISA J. WAITS, Ed.D.
INTERIM SUPERINTENDENT/PRESIDENT

ROBIN L. STEINBACK, Ph.D.
VICE PRESIDENT, ACADEMIC AFFAIRS

SUSAN RINNE
INTERIM DIRECTOR, FISCAL SERVICES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE SIGNATURES ON
OFFICIAL FINANCIAL DOCUMENTS**

RESOLUTION NO. 08/09 – 17

(Continuing – Page 2)

PASSED AND ADOPTED This 17th day of December, 2008, by the Governing Board of the
Solano Community College District.

BOARD PRESIDENT

LISA J. WAITS, Ed.D., INTERIM SECRETARY

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: CONSTRUCTION CHANGE ORDER NO. 3 APPROVAL
 FOR VALLEY CREST LANDSCAPE DEVELOPMENT,
 INC. – BID NO. 08-005

REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 3 to Valley Crest Landscape Development Inc.'s base contract for the Athletic Field Renovations Project. Revised contract amount is as follows:

| | | |
|--------------------------------|------------------------|--------------------------------|
| Contract Award Amount | \$ 3,546,000.00 | |
| Prior Change Orders | \$ 77,412.00 | |
| Change Order No. 3 | \$ 17,504.00 | |
| Total Change Orders | \$ 94,916.00 | 2.68% of Contract Award Amount |
| Revised Contract Amount | \$ 3,640,916.00 | |
| Total Project Budget | \$ 3,817,630.00 | |

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Stan Dobbs
 Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176

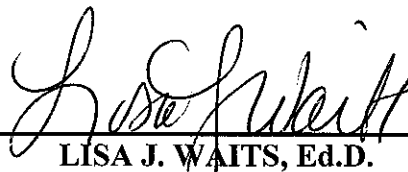
TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
 Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

12/17/08 VALLEY CREST LANDSCAPE DEVELOPMENT, INC. PCO's RECOMMENDED FOR APPROVAL - Athletic Field Renovations

| PCO | Description | Negotiated Amount | Reason | Summary | CO |
|-----|--|---------------------------|----------------------|---|----|
| 16 | Remove asphalt berm and install new concrete parking wheel stops. | \$10,536.00 | Unforeseen Condition | The existing parking wheel stop asphalt berm at the soccer fields had exceeded its useful life. During installation of the new asphalt jogging path it became necessary to remove the asphalt berm and install new concrete wheel stops. Approximately 620 linear feet of asphalt berm was removed and replaced with new asphalt surfacing to match the existing adjacent surface. Sixty concrete wheel stops were installed at the parking stalls. | 3 |
| 18 | Install 15 KVA electrical panel in lieu of 7.5 KVA panel at baseball. | \$742.00 | Owner Request | During construction it was requested by the District to increase the electrical service capability of the electrical panel at the baseball field to meet future staff needs. The Contractor was directed to provide an upgrade from a 7.5 KVA panel to a 15 KVA panel. | 3 |
| 24 | Install 2" conduit to softball field announcer's booth for future telecommunication data cabling. | \$863.00 | Owner Request | The District requested that the telecommunication data conduit be extended from the in-ground communication box to the announcer's booth. The Contractor was directed to furnish and install an additional 50 linear feet of 2" conduit. This work also involved trenching and backfill. | 3 |
| 25 | Re-route electrical service underground and install 2" telecommunication data conduit to baseball field announcer's booth. | \$5,363.00 | Owner Request | The District requested that the existing surface mounted electrical service to the announcer's booth be routed underground. The Contractor was directed to furnish and install an additional 150 linear feet of 2" conduit for telecommunication data cabling and 130 linear feet of conduit and wiring for electrical service. This work also involved trenching and backfill. | 3 |
| | | TOTAL \$ 17,504.00 | | | |



Change Order

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Project # Athletic Field Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Date: 12/17/2008

To Contractor:
 Valley Crest Landscape Development, Inc.
 7039 Commerce Circle, Suite A
 Pleasanton, Ca. 94588

Architect's Project No.: 03172.00
 Contract Date: 3/19/2008
 Contract Number: 08-005
 Change Order Number: 3

This contract is hereby revised by the following items:

| PCO | Description | Amount |
|-----|--|--------------|
| 16 | Remove asphalt berm and install new concrete parking wheel stops. | \$ 10,536.00 |
| 18 | Install 15 KVA electrical panel in lieu of 7.5 KVA panel at baseball. | \$ 742.00 |
| 24 | Install 2" conduit to softball field announcer's booth for future telecommunication data cabling. | \$ 863.00 |
| 25 | Re-route electrical service underground and install 2" telecommunication data conduit to baseball field announcer's booth. | \$ 5,363.00 |

| | | |
|--|----|--------------|
| The original Contract Value was | \$ | 3,546,000.00 |
| Sum of changes by prior Change Orders | \$ | 77,412.00 |
| The Contract Value prior to this Change Order was | \$ | 3,623,412.00 |
| The Contract Value will be changed by this Change Order in the amount of | \$ | 17,504.00 |
| The new Contract Value Including this Change Order will be | \$ | 3,640,916.00 |
| The Contract duration will be changed by | | 0 Days |

Valley Crest Landscape Development, Inc.
 Contractor
 7039 Commerce Circle, Suite A
 Pleasanton, Ca. 94588
 Address
 By Jeffrey A. Colton
 Signature _____
 Date _____

CMX Sports Engineers
 Architect
 7740 N. 16th Street, Suite 100
 Phoenix, AZ. 85020
 Address
 By James Perryman
 Signature _____
 Date _____

Solano Community College District
 Owner
 4000 Suisun Valley Road
 Fairfield, CA 94534
 Address
 By Stan Dobbs
 Signature _____
 Date _____

AGENDA ITEM Item 9.(f)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: AMENDMENT TO AGREEMENT WITH
WALLACE-KUHL & ASSOCIATES, INC., FOR THE
VACAVILLE CENTER**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional special inspection and materials testing services from Wallace-Kuhl & Associates, Inc., for the Vacaville Center Project. The additional services are owner-requested and the current base agreement will increase by \$9,910 to a total of \$72,160.

Attached is a table outlining the proposed amendments to the Wallace-Kuhl & Associates, Inc., agreement, along with specific details regarding the additional design services.

Staff will be at the meeting to answer questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Stan Dobbs
Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

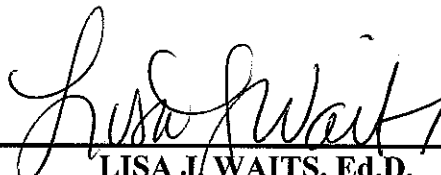
TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH WALLACE-KUHL & ASSOCIATES, INC. - Vacaville Center
Governing Board Meeting - December 17, 2008

| | | | |
|------------------------|---------------------------------|----------------------------|--------------------------------|
| <u>PROJECTS</u> | <u>ORIGINAL CONTRACT</u> | <u>PROPOSED FEE</u> | <u>REVISED CONTRACT</u> |
| Vacaville Center | <u>AMOUNT</u> | <u>INCREASE</u> | <u>TOTAL</u> |
| | \$62,250.00 | \$9,910.00 | \$72,160.00 |

| Proposed Fee Schedule: Item # | Description | Cost |
|---|---|-------------------|
| <u>Scope Item 1.</u> Special inspection and material testing services for building concrete and reinforcing steel. | In addition to the current base contract scope of work for earthwork observation and inspection services, Wallace-Kuhl & Associates, Inc. is to provide additional special inspection and materials testing services to include the building concrete and reinforcing steel. These additional services are owner-requested and will be provided by Wallace-Kuhl & Associates, Inc. in lieu of being provided by KC Engineering Company. | \$9,910.00 |
| TOTAL | | \$9,910.00 |

AGENDA ITEM Item 9.(g)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: RESOLUTION TO AUTHORIZE AGREEMENT WITH
KEENAN & ASSOCIATES AFFILIATE, ENVOY PLAN
SERVICES, INC., FOR THIRD PARTY ADMINISTRATIVE
SERVICES FOR THE IRC 403(B) PLAN,
RESOLUTION NO. 08/09 – 18

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09 – 18, Resolution to Authorize Agreement with Keenan & Associates affiliate, Envoy Plan Services, Inc., for Third Party Administrative (TPA) services for the Internal Revenue Code (IRC) 403(b) Plan.

The District adopted retirement plans for its employees and permits employees to contribute to the plans in accordance with requirements of the IRC. Major regulatory changes will become effective January 1, 2009 whereby the IRC made employers responsible for regulatory compliance, administrative services, and operational aspects of the 403(b) Plan.

(CONTINUED ON NEXT PAGE)

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Richard Christensen, Ed.D.
Director, Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

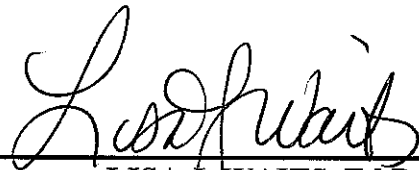
TELEPHONE NUMBER

Human Resources

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: RESOLUTION TO AUTHORIZE AGREEMENT WITH
KEENAN & ASSOCIATES AFFILIATE, ENVOY PLAN
SERVICES, INC., FOR THIRD PARTY ADMINISTRATIVE
SERVICES FOR THE IRC 403(B) PLAN,
RESOLUTION NO. 08/09 – 18**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

It is proposed and recommended that Keenan & Associates provide those essential services such as compliance review; establish and perform administration and compliance procedures; salary reduction agreement processing; employee education and communication; provide customer service support; and assume all responsibilities in proper administration and operation of the 403(b) Plan.

The agreement is for a three-year term and thereafter may be extended annually by mutual agreement. It is proposed that the District pay Keenan a monthly fee based upon the number of Plan participants. The fee proposed is \$30 annually per Plan participant, and the current annual cost is \$6000. Attached is a copy of the agreement for the Board's information.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE AGREEMENT WITH KEENAN & ASSOCIATES
AFFILIATE, ENVOY PLAN SERVICES, INC., FOR THIRD PARTY
ADMINISTRATIVE SERVICES FOR THE IRC 403(B) PLAN**

RESOLUTION NO. 08/09 – 18

WHEREAS, the Governing Board of the Solano Community College District (“District”), designated as a governmental employer as defined in Section 457(e)(1)(A) of the Internal Revenue Code (“IRC”) as amended, has an existing Tax Sheltered Annuity (TSA) Plan that qualifies under IRC Section 403(b) (“the 403(b) Plan”), in which employees are permitted to make voluntary salary reductions; and to which the District may elect from time to time to make employer contributions on behalf of selected employees; and

WHEREAS, the Governing Board, District officials, or other District employees, make no representations or recommendations and bear no responsibility for any employee’s/participant’s selection of specific investment options made available under the Plans; and makes no representations to employees about the advisability, appropriateness or income tax consequences of participating in the Plan to which contributions are made; now therefore be it

RESOLVED:

1. The Plan is intended to conform to the requirements of IRC Section 403(b) as amended.
2. All employees of the District will be permitted to participate in the District’s TSA 403(b) Plan.

Administration and Compliance: The Governing Board authorizes the Superintendent/President or designee, to develop appropriate procedures to install necessary controls to insure that the Plans are operated in conformance with the Internal Revenue Code, including related regulations as currently stated, and as amended in the future.

The Superintendent/President or designee is the District’s Plan Administrator of the Plan and is hereby authorized and directed to execute the actions necessary to properly establish and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO AUTHORIZE AGREEMENT WITH KEENAN & ASSOCIATES
AFFILIATE, ENVOY PLAN SERVICES, INC., FOR THIRD PARTY
ADMINISTRATIVE SERVICES FOR THE IRC 403(B) PLAN**

RESOLUTION NO. 08/09 – 18

(CONTINUING – PAGE 2)

administer the Plan, including the selection or eviction of investment option providers for the Plan, and the entering into contracts or agreements as necessary to carry out the duties of the District’s Plan Administrator, and where applicable, to execute procedures required to attain and maintain the qualified status of the Plan.

Third Party Administrator: To assist the District in meeting the above requirements stated in this resolution, the Board hereby authorizes and directs the Superintendent/President or designee, to engage the services of Envoy Plan Services/Keenan as the independent Third Party Administrator for the Plan.

PASSED AND ADOPTED This 17th day of December, 2008, by the Governing Board of the Solano Community College District.

BOARD PRESIDENT

LISA J. WAITS, Ed.D., INTERIM SECRETARY

THIRD PARTY ADMINISTRATION SERVICES AGREEMENT

This Third Party Administration Services Agreement (“Agreement”) is made and entered into as of January 1, 2009 (“Effective Date”) by and between Solano Community College District (“Client”) and Keenan Financial Services, a division of Keenan & Associates (referred to collectively in this document as “Keenan”). Keenan’s affiliate, Envoy Plan Services, Inc. will provide the retirement plan compliance, administration and consulting services under this Agreement

RECITALS

Client is a governmental agency or other organization exempt from taxation under Section 501(C) (3) of the Internal Revenue Code (“Code”);

Client has adopted retirement plans that shall meet the requirements of Internal Revenue Code (“IRC”) Sections 403(b) or 457(b) of the Code, and which shall be exempt from the requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”);

Client desires specialized, compliance, administrative and consulting services for its employee retirement plans; and;

Client desires to obtain the services provided by Keenan as set forth below.

1. TERM

The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall continue for three (3) years (Initial Term”). On each anniversary date the term of this Agreement shall be extended automatically for an additional year unless either party gives the other written notice of its intent not to extend the term at least sixty (60) days before such anniversary date.

2. SERVICES

- A. Keenan shall provide the services described in Exhibit A, attached to and incorporated into this Agreement (“Envoy Services”).
- B. The relationship of Keenan and Client shall be that of independent contractors and each shall at all times remain responsible for their respective operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers’ compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, no party shall have the right to act on behalf of the others, or to bind the others to any contract or obligation.
- C. Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.

- D. Keenan also reserves the right to engage independent contractors and/or subcontractors, as necessary, to assist it in performing the Envoy Services.
- E. Keenan shall not act as a fiduciary as the term is described in Section 3(21) of ERISA.
- F. The Envoy Services shall be performed as though Client maintained only those Plan(s) identified in Exhibit A ("Plan(s)").
- G. Client shall retain sole responsibility and authority for the Plan(s), except for those services delegated to Keenan in this Agreement.
- H. Keenan's services are of a consulting nature only. Under no circumstance shall Keenan act as Client's attorney, or accountant, nor are the Envoy Services to be construed or interpreted as representing professional legal or accounting opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own accountant or financial advisor on all tax and accounting matters relating to its operations.
- I. The Envoy Services are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.
- J. Keenan shall maintain written records of all Envoy Services provided. All such records shall be in compliance with any applicable statute or regulation. Upon receipt of a written request from the Client, Keenan shall make available for the Client's copying and review during normal business hours all records in its possession or control relating to the provision of the Envoy Services.

3. EMPLOYER'S DUTIES AND RESPONSIBILITIES

- A. Client's responsibilities with respect to the Envoy Services are as outlined Exhibit B.
- B. Client shall provide accurate and timely information regarding plan participants to Keenan and/or the trustee/custodian of each Plan. Client shall also provide a download of employee census, contribution data and other information as requested by Keenan to facilitate the services provided by Keenan under this Agreement.
- C. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary to perform the Envoy Services, including without limitation, copies of all reports, correspondence and communications sent or furnished by any trustee/custodian to Client and its employees, and any information about the Plan(s).
- D. Keenan shall not be responsible for any delay in performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information in a timely manner.
- E. Client represents and warrants that all information provided to Keenan by Client, or Client's outside representatives (e.g., Client's accountant's, attorneys, advisors, etc.) shall be complete, accurate and current, and that Keenan may rely upon such information. Client shall bear the

cost of any and all record corrections that are the result of any inaccuracy or delay in the information provided to Keenan.

4. COMPENSATION

Keenan shall receive compensation for the Services rendered pursuant to this Agreement in the manner described in the attached Exhibit C.

5. INSURANCE

Keenan shall procure and maintain during the Term the minimum insurance coverages set forth below. Certificates of insurance shall be provided to Client upon Client's request.

- (1) Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- (2) General Liability: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- (3) Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. INDEMNIFICATION

- A. If any party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching parties, their respective officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach.
- B. Keenan agrees to indemnify the Client for penalties and interest payments imposed by the Internal Revenue Service, the Department of Labor or any other regulatory agency as a direct result of the services provided under this Agreement, so long as the information provided by the Client, its agents, employees, and representatives is materially accurate and complete. Keenan shall not be required to indemnify Client for any tax withholding liability.
- C. Keenan is not obligated to indemnify the Client for: (i) the acts or inactions of the insurance company, custodian or trustee ("Vendors/Providers") under the Plan(s) unless such acts or inactions result from acts or inactions of Keenan as described above, with respect to which Keenan has an obligation to indemnify the Client; (ii) for losses or damages resulting from the Client's conduct of its responsibilities as plan sponsor except to the extent that the Client has delegated such responsibilities to Keenan; or (iii) for the Client's inaccurate representation or the improper execution of reasonable requests, decisions, instructions or documentation as communicated to the Client by Keenan.
- D. Client shall indemnify and hold harmless Keenan and any Keenan subcontractor for any claims, losses, liabilities, costs or expenses (other than those attributable to any claim for breach of any copyright) resulting from the continued use by Client of any plan documents or related

materials prepared by Keenan after the termination of this Agreement for any reason, except to the extent any such claims, losses, liabilities, costs or expenses arose due to an error in a Plan document that occurred prior to such termination date and not as a result of a change required after such termination date.

7. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. The total liability of Keenan under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. DISPUTE RESOLUTION

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representative of the parties with decision-making authority. If one party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan, and their respective agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).
- C. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.

9. TERMINATION

A. This agreement may be terminated upon one of the following events:

- i. By the non-breaching party following a breach of this Agreement by a party that is not cured within thirty (30) days following receipt of written notice of the breach from a non-breaching party. If the breach cannot be cured within thirty (30) days then the breaching party shall have such time as is reasonably necessary to cure the breach, provided that, in no event shall the time to cure extend beyond ninety (90) days.
- ii. The loss of any license or registration by Keenan that is necessary to provide the services under this Agreement;
- iii. The dissolution or insolvency of one of the parties;
- iv. The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition); or
- v. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement.

B. In the event that a transition period is required upon termination of this Agreement, Client shall pay Keenan for any services provided during the transition period at a price to be mutually agreed upon by the parties. The parties shall use their best efforts to complete the transition of services in an expeditious and timely manner.

10. PROPRIETARY INTERESTS

Keenan shall retain the copyright (including the right to secure and maintain the copyright, trademark or patent) and the sole right of ownership to the form or format of any schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Envoy Services and provided to Client in any media whatsoever. Client shall, however, remain the owner of any Client data or information that was provided to Keenan for the performance of the Services. Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

11. MARKETING

Keenan may use Client's name in its representative client list, but shall obtain Client's written consent before using Client's name for any other purpose.

12. CONFIDENTIALITY

- A. Keenan acknowledges that in the course of providing the Envoy Services, it may receive confidential information relating to the Client's employees. Keenan, and its agents or affiliates, agree not to use such information beyond the purpose for which it was provided and not to disclose such confidential information to other parties, other than its agents or affiliates, the plan record keeper and plan trustee/custodian, or any other entity as required to fulfill the responsibilities as stated in this Agreement, except to the extent required by the Internal Revenue Service, by law, or with the consent of the Client or affected employee. Additionally, Keenan, as appropriate, agrees to take such action as may be reasonably required to secure such confidential information from misuse or unauthorized disclosure.
- B. The parties acknowledge that they may receive certain information with respect to the business practices and records of the other party ("Confidential Information"). The parties agree that all Confidential Information is proprietary and confidential and shall not be disclosed or used for any purpose other than as necessary in connection with this Agreement, unless such disclosure is required pursuant to an order of a court of competent jurisdiction, by law, or both parties agree in writing to such disclosure. The confidentiality and non-disclosure obligations of this Section shall survive termination of this Agreement. The parties further agree that Confidential Information will remain the property of the party furnishing the Information and to return the Confidential Information and all copies thereof to the furnishing party upon request or upon termination of this Agreement.
- C. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party's Confidential Information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.
- D. Neither party shall be deemed to be in breach of this Section 12 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

13. OTHER RELATIONSHIPS

- A. Keenan and/or its affiliates may provide Client with other services or secure insurance and investment products not related to this Agreement, which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services. Keenan and/or its affiliates, as appropriate, shall receive compensation for such services irrespective of the compensation to be paid under this Agreement.
- B. Keenan, and/or its affiliate may provide services for other entities that also provide services for and/or contract with the Client and/or the Plan(s). To the extent that such services are provided, Keenan and/or its affiliates, as appropriate, will be separately compensated for those services.

14. GENERAL

- A. This Agreement, its recitals and all exhibits attached to the Agreement contain the entire understanding of the parties related to the subject matter covered by this Agreement and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations of this Agreement (other than obligation of Keenan to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement. Additionally, Client will remain obligated to pay for any service that was performed through the date of termination and any service rendered after contract termination during a transition period.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement or claim related to the Envoy Services may only be pursued by the parties to this Agreement.
- D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances, and full performance shall resume once the cause of the delay has abated.
- G. Neither party shall have any authority to incur any expense or obligation of any kind or nature in the name of or on behalf of the other party, without express written authority.
- H. The terms and conditions of this Agreement apply to the parties, their heirs, executors, administrators, successors and assigns.
- I. This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original.

J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

K All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later direct. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail courier, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be given as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan & Associates
 2355 Crenshaw Blvd., Ste. 200
 Torrance, CA 90501
 Attn: Legal Department

| <u>[Insert Client's Name]</u> | | <u>Keenan Financial Services</u> | |
|-------------------------------|-------------------------|----------------------------------|------------------------------|
| <u>Signature:</u> | | <u>Signature:</u> | |
| <u>By:</u> | | <u>By:</u> | Robert Hornaday |
| <u>Title:</u> | | <u>Title:</u> | Sr. Vice President |
| <u>Address:</u> | 4000 Suisun Valley Road | <u>Address:</u> | 901 Calle Amanecer, Ste. 200 |
| | Fairfield, CA 94534 | | San Clemente, CA 92673 |
| <u>Telephone:</u> | (707) 864 7167 | <u>Telephone:</u> | (949) 940-1760 |
| <u>Fax:</u> | (707) 864-7146 | <u>Fax:</u> | (949) 369-0324 |



**EXHIBIT A
ENVOY SERVICES**

Keenan will provide the following Envoy Services as designated by the Client below for the following Plan(s):

- IRC 403(b) Plan: All Vendors/Providers and all Annuity and Custodial Accounts**
- IRC 403(b) Plan: Elite Choice 403(b) Tax Sheltered Annuity Plan**
- IRC 457(b) Plan: Elite Choice 457(b) Deferred Compensation Plan only**

**IRC 403(b) Plan
All Vendors/Providers and all Annuity and Custodial Accounts**

Keenan shall provide, but are not limited to, providing the services listed below as Third Party Administrator for the IRC 403(b) Plan ("Plan"):

Accept Decline

Compliance Review and Update. Keenan will perform an initial review of the documents and any written practices and procedures of the Client's Plan and operational practices for complying with Section 403(b) of the Internal Revenue Code ("Code") of 1986 of the Code, as amended from time to time. Following Keenan's review of the documents, practices and procedures of the 403(b) Plan and identifying current and potential Plan and/or operational defects, Keenan shall make recommendations to Client for review by Client and will implement such remedial corrective measures as permitted under the Code. Keenan will provide Client with information relating to changes in the Code and supporting regulatory guidance that affect the Plan.

Accept Decline

Administration, Operation and Compliance Services. Keenan agrees to assume the responsibilities of performing the administrative and compliance duties that otherwise are the Client's responsibility for the proper administration of the Plan. Keenan shall perform those duties of Third Party Administrator ("TPA") and shall administer the Plan for the benefit of the Participants and their Beneficiaries, subject to the procedures established by federal and state regulations, the Client and/or the specific terms of any applicable document and/or agreement. Keenan shall administer the Plan in accordance with their terms and shall construe the terms of the Plan and address all questions regarding the Plan. Keenan may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner.

- ◆ Establish and perform administration and compliance procedures
- ◆ Assist Client in preparing for and/or responding to governmental inquiries and/or IRS audits relating to the Client's 403(b) Plan (Keenan's services do not include legal representation of the Client.)

- ◆ Work directly with employee, vendor and financial representative
- ◆ Provide customer service support for plan sponsor and Plan participants
- ◆ Interface with payroll personnel
- ◆ Provide a secure Internet website for access to information, forms and the transfer of information and data
- ◆ Establish and maintain Plan document and related documents for the Plan
- ◆ Establish and perform participation eligibility compliance procedures
 - Eligibility and participation in the Plan
 - Universal Availability Rule
 - 403bCompare.com compliance
- ◆ Receive, review and certify employee's eligibility for:
 - Hardship withdrawals
 - Monitor suspension of deferrals for hardship withdrawals
 - Loans
 - Coordinate with vendors for loan repayments, distributions and tax reporting
 - In-service distributions
 - Separation from service distributions
 - Contract Exchanges and Plan-to-Plan transfers
 - Rollovers
 - QDRO distributions and transfers
 - Distributions to properly correct excess deferrals
 - Rollovers to STRS & PERS to purchase service credit
 - Limitation Testing – Basic, 15-Year Catch-up, Age 50+
 - Ordering Rule monitoring
 - Recordkeeping maintained on operations

Accept Decline

Service Provider Agreements. Keenan will coordinate the distribution and collection of new service provider agreements, and any other agreements that may be necessary, with all 403(b) investment option providers that are registered on the California 403bCompare web site, as well as those providers grandfathered by the California Education Code. Keenan will facilitate the collection of the provider agreements and act as the Client's liaison to answer questions and inquiries from providers regarding distribution and collection of agreements between the Client and the providers. Keenan may suspend or terminate any Provider's privileges as an approved provider under the Plan, if Provider does not comply with federal and state regulations and the procedures established by the Client and/or Keenan, or the terms of the appropriate agreements with providers.

Accept Decline

Common Remitting Services. Keenan agrees to assist Client to establish any procedures necessary to share secure employee data and to receive Plan contributions and loan payments for the Plan via electronic format. Each pay period, Client will remit retirement Plan contributions for the benefit of its employees, and loan repayments if applicable, for the Plan to Keenan made payable to Envoy Plan Services via ACH or Fed Wire, or by check; and Client will provide Keenan an Excel or other electronic file of employee data from Client's payroll system via secure electronic transmission. Keenan agrees that contributions and loan

repayments remitted to Keenan shall be promptly transmitted to the providers of the investment options selected by the individual participants (usually within two (2) business days). Common Remitting Services include:

- ◆ Interface with providers regarding the distribution of Plan participant contributions
- ◆ Provide contribution data to providers via secure transmission to the Envoy secure website
- ◆ Work with the providers to correct excess deferrals
- ◆ Process payroll re-directs
- ◆ Information Sharing Agreement Data

Accept Decline

Salary Reduction Agreement Processing. Keenan will receive and process all Salary Reduction Agreements ("SRA") for all participants of the Plan in compliance with state and federal regulations. Keenan will provide to Client changes to employee's payroll as a result of SRAs submitted by Client's employees. For each payroll period Keenan will timely submit to Client, an employee salary reduction data file in a format agreed upon by Keenan and Client, via secure electronic transmission, to be used by Client to update its payroll system for each specified pay period of the Client. Keenan agrees to assist Client in establishing the procedures described above, and to assist Client's employees in the completion of SRA. SRA processing includes:

- ◆ Provide a customized SRA form, available on the Envoy secure website,
- ◆ Coordinate with Plan participants and providers regarding the completion of submitted SRA
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRAs

Accept Decline

Employee Education and Communication. Keenan will assist Client in educating its employees about the Plan and in managing employee questions and communications. Specifically, Keenan shall do the following:

- ◆ Create a customized orientation package for new employees
- ◆ Prepare participant notifications regarding contribution limits, catch-up opportunities and procedural changes
- ◆ Establish a customized section on Envoy's web site that shall include forms, procedures, all Vendors/Providers, Internet links and related information
- ◆ Maintain a toll-free question and answer hotline for employees
- ◆ Provide notification regarding 403(b) vendor additions, revocations and redirected contributions.

IRC 403(b) Plan
Elite Choice 403(b) Tax Sheltered Annuity Plan

Accept Decline

Administration, Operation and Compliance Services

Plan Administration. Keenan agrees to assume the responsibilities of performing the administrative and compliance duties that otherwise are the Client's responsibility for the proper administration of the Elite Choice 403(b) Tax Sheltered Annuity Plan ("Plan"). Keenan shall perform those duties of Third Party Administrator ("TPA") and shall administer the Plan for the benefit of the Participants and their Beneficiaries, subject to the procedures established by federal and state regulations, the Client and/or the specific terms of any applicable Plan Document and/or agreement. Keenan shall administer the Plan in accordance with their terms and shall construe the terms of the Plan and address all questions regarding the Plan. Keenan may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner.

- ◆ Establish and perform administration, operational and compliance procedures
- ◆ Establish and maintain Plan Documents
- ◆ Establish and perform participation eligibility compliance procedures
 - Eligibility and participation in the Plan
 - Universal Availability Rule
 - 403bCompare.com compliance
- ◆ Receive and process all salary reduction agreements ("SRAs")
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRA
- ◆ Provide a secure Internet website for access to information, forms and the transfer of information and data
- ◆ Correct excess contributions
- ◆ Assist Client in preparing for and/or responding to governmental inquiries and/or IRS audits relating to the Client's 403(b) Plan (Keenan's services do not include legal representation of the Client.)
- ◆ Work directly with Plan sponsor, employees and custodian
- ◆ Provide customer service support
- ◆ Receive, review and certify employees' eligibility for:
 - Hardship withdrawals
 - Loans
 - Coordinate with trustee for loan repayments, distributions and tax reporting
 - In-service distributions
 - Separation from service distributions
 - Exchanges and transfers
 - Rollovers
 - QDRO distributions and transfers
 - Distributions to properly correct excess deferrals
 - Rollovers to STRS & PERS to purchase service credit

- Limitation Testing – Basic, 15-Year Catch-up, Age 50+
- Recordkeeping maintained on operations

Accept Decline

Salary Reduction Agreement Processing. Keenan will receive and process all Salary Reduction Agreements (“SRAs”) for all participants of the Plan in compliance with state and federal regulations. Keenan will provide to Client changes to employee’s payroll as a result of SRA submitted by Client’s employees. For each payroll period Keenan will timely submit to Client, an employee salary reduction data file in a format agreed upon by Keenan and Client, via secure electronic transmission, to be used by Client to update its payroll system for each specified pay period of the Client. Keenan agrees to assist Client in establishing the procedures described above, and to assist Client’s employees in the completion of SRAs. SRA processing includes:

- ◆ Provide a customized SRA form, available on the Envoy secure website,
- ◆ Coordinate with Plan participants and the custodian regarding the completion of submitted SRA
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRAs

Elite Choice 457(b) Deferred Compensation Plan

Accept Decline

Administration, Operation and Compliance Services

Plan Administration. Keenan agrees to assume the responsibilities of performing the administrative and compliance duties that otherwise are the Client's responsibility for the proper administration of the Elite Choice 457(b) Deferred Compensation Plan ("Plan"). Keenan shall perform those duties of Third Party Administrator ("TPA") and shall administer the Plan for the benefit of the Participants and their Beneficiaries, subject to the procedures established by federal and state regulations, the Client and/or the specific terms of any applicable Plan document and/or agreement. Keenan shall administer the Plan in accordance with their terms and shall construe the terms of the Plan and address all questions regarding the Plan. Keenan may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan; provided, however, that any procedure, discretionary act, interpretation or construction shall be done in a nondiscriminatory manner.

- ◆ Establish and perform administration, operational and compliance procedures
- ◆ Establish and maintain Plan documents
- ◆ Establish eligibility and participation procedures
- ◆ Receive and process all Salary Reduction Agreements (SRAs)
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRA
- ◆ Provide a secure Internet website for access to information, forms and the transfer of information and data
- ◆ Correct excess contributions
- ◆ Work directly with Plan sponsor, employees and trustee
- ◆ Provide customer service support
- ◆ Assist Client in preparing for and/or responding to governmental inquiries and/or IRS audits relating to the Client's 403(b) Plan (Keenan's services do not include legal representation of the Client.)
- ◆ Receive, review and certify employees' eligibility for:
 - Unforeseen emergency withdrawals
 - Loans
 - Coordinate with trustee for loan repayments, distributions and tax reporting
 - In-service distributions
 - Separation from service distributions
 - Exchanges and transfers
 - Rollovers
 - QDRO distributions and transfers
 - Distributions to properly correct excess deferrals
 - Rollovers to STRS & PERS to purchase service credit
 - Limitation testing – Basic, 3-Year catch-up, Age 50+
 - Recordkeeping maintained on operations

Accept Decline

Common Remitting Services. Keenan agrees to assist Client to establish any procedures necessary to share secure, encrypted employee data and to receive Plan contributions and loan payments for the Plan via electronic format. Each pay period, Client will remit Plan contributions for the benefit of its employees, and loan repayments if applicable, for the Plan to Keenan made payable to Envoy Plan Services via ACH or Fed Wire, or by check; and Client will provide Keenan an Excel or other electronic file of employee data from Client's payroll system via secure electronic transmission. Keenan agrees that contributions and loan repayments remitted to Keenan shall be promptly transmitted to the providers of the investment options selected by the individual participants (usually within two (2) business days). Common Remitting Services include:

- ◆ Interface with providers regarding the distribution of Plan participant contributions
- ◆ Provide contribution data to providers via secure transmission to the Envoy secure website
- ◆ Work with the providers to correct excess deferrals
- ◆ Process payroll re-directs

Accept Decline

Employee Education and Communication. Keenan will assist Client in educating its employees about the Plan and in managing employee questions and communications. Specifically, Keenan shall do the following:

- ◆ Create a customized orientation package for new employees
- ◆ Prepare participant notifications regarding contribution limits, catch-up opportunities and procedural changes
- ◆ Establish a customized section on Envoy's web site that shall include forms, procedures, all trustee contact information, Internet links and related information
- ◆ Maintain a toll-free question and answer hotline for employees

Accept Decline

Salary Reduction Agreement Processing. Keenan will receive and process all Salary Reduction Agreements ("SRAs") for all participants of the Plan in compliance with state and federal regulations. Keenan will provide to Client changes to employee's payroll as a result of SRA submitted by Client's employees. For each payroll period Keenan will timely submit to Client, an employee salary reduction data file in a format agreed upon by Keenan and Client, via secure electronic transmission, to be used by Client to update its payroll system for each specified pay period of the Client. Keenan agrees to assist Client in establishing the technologies and procedures described above, and to assist Client's employees in the completion of SRAs. SRA processing includes:

- ◆ Provide a customized SRA form, available on the Envoy secure website,
- ◆ Coordinate with Plan participants and Trustee regarding the completion of submitted SRA
- ◆ Provide an electronic spreadsheet to the Client summarizing all contribution changes requested, based on received SRAs

**EXHIBIT B
CLIENT'S DUTIES AND RESPONSIBILITIES**

A. Client shall provide Keenan the following information for all participants in any Plan for which Keenan is providing Envoy TPA services. Information shall be provided in an electronic format that is mutually agreeable to Keenan and the Client. The preferred format is an Excel file. This information is to be uploaded on the Keenan/Envoy secure website.

1. To be provided monthly:

- (a) Social Security number;
- (b) Employee payroll name;
- (c) Employee mailing address;
- (d) Date of birth;
- (e) Date of hire, and adjusted date of hire if applicable;
- (f) Termination date;
- (g) FTE;
- (h) Retirement system;
- (i) Certificated or Classified;
- (j) Number of months paid annually;
- (k) Annual gross salary;
- (l) Employee and Client contributions to 403(b) and 457(b) retirement plans per pay period, including name of provider;
- (m) Employee work email address;
- (n) Client/District name/code;
- (o) Loan repayment amounts;
- (p) Notification to Keenan of any loan and unforeseen emergency withdrawal from any 457(b) plan sponsored by the Client that is not administered by Keenan; and
- (q) Such other information as may be required for KFS to perform its services.

2. To be provided one time only – at the inception of services:

- (a) Employee and Client YTD and 457 contributions to 403(b) retirement plan for current calendar year.
- (b) A report advising of all 403(b) and 457 contributions for all employees (both past and present) of the Employer since 2005. This report should reflect the total calendar year contributions that each employee has made to each provider during each year since January 1, 2005. 403(b) and 457 contributions must be listed separately.

B. Client agrees to update Keenan as to any change in the information previously provided within 10 days after Client receives notification of such change.

C. Client agrees to cooperate from time to time with the dissemination and collection of information to employees.

EXHIBIT C COMPENSATION

SELECT AND INITIAL ONE OPTION

Option I – Fee Paid By District

Client shall pay Keenan a monthly fee based upon the number of Plan participants. Keenan's fee is Thirty dollars \$30.00 annually per Plan participant, payable in monthly installments. Keenan reserves the right to adjust its fees annually thereafter, and any such increase shall not require an amendment of this Agreement. Notice of a fee increase shall be communicated in writing to Client, and shall become effective as of the date indicated in Keenan's notice. Keenan shall invoice Client monthly for the fees. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late.

Option I accepted: _____

Option II – Fees Paid By Providers

Keenan fees shall be paid by the providers of the various retirement account options ("Providers.") available to its Plan participants. Keenan shall invoice each Provider monthly based upon the number of Clients Plan participants utilizing that Provider's accounts. Keenan's fee is Thirty dollars \$30.00 annually per Plan participant, payable in monthly installments. Keenan reserves the right to adjust its fees annually thereafter, and such increase shall not require an amendment of this Agreement. Any such increase shall be communicated in writing to Client and to Provider, and shall become effective as of the date indicated in Keenan's notice. Interest on any late payment shall accrue as of the date of Keenan's original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower.

Each Agreement executed by and between Client and a Vendor/Provider ("Provider Agreement") shall contain a provision obligating Provider to pay Keenan's fees, as described above. Furthermore, Client shall not agree to amend any provision of the Provider Agreement that deals with the payment of Keenan's fees without the express written consent of Keenan. Client agrees that in the event that one or more Provider(s) fail(s) to pay Keenan's fees, and such failure continues for more than sixty (60) days following notice of nonpayment, Keenan shall have the right to renegotiate or terminate this Agreement.

Option II accepted: _____

Option III – Fees Paid By Participants

Keenan's fees shall be paid by Plan participants. Keenan's fee is Thirty dollars \$30.00 annually per Plan participant, payable in monthly installments. Keenan reserves the right to adjust its fees annually thereafter, and any such increase shall not require an amendment of this Agreement. Notice of a fee increase shall be communicated in writing to Client and Plan participants, and shall become effective as of the date indicated in Keenan's notice. Keenan shall invoice the Employer monthly. The Employer will be solely responsible for collecting fees due from the Plan Participants via an after-tax payroll deduction for remittance of fees to Keenan. Any balance not paid within thirty (30) days following the date on the invoice shall be deemed late.

Option III accepted: _____

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN VESTAS AND SOLANO
COMMUNITY COLLEGE DISTRICT TO PROVIDE
TROUBLESHOOTING TRAINING FOR CONTRACT
EDUCATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and Vestas for contract education is being presented for review and approval by the Governing Board.

The District will provide 40 hours of Troubleshooting Training for six Wind technicians. Training will be held at Solano Community College from January 26-30, 2009.

Vestas will compensate the District for all educational services, rendered at a flat rate of \$8,650.00. The fee includes program development, coordination, instruction, training materials, evaluation, and Certificates of Completion.

Copies of the agreement are available in the Office of the Superintendent/President and in the Office of Contract Education and Community Services.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**


Deborah Mann, Program Developer
Contract Education and Community Services
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707 864-7195
TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

December 17, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 17, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **VESTAS, 12130 NE Ainsworth Circle, Suite 250, Portland, OR., 97220**, hereinafter referred to as "Vestas."

WHEREAS, Vestas desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Troubleshooting Training for up to 6 employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Vestas employees will attend 40 hours of training. Training will take place from 7:30 A.M. - 4:30 P.M., Monday - Friday, January 26- 30. Training will be delivered at Solano Community College in room 1819. All successful completers will receive Certificates of Completion. Additional training may be scheduled as needed with an addendum to this contract.
- C. Vestas will identify all employees who will participate in training.
- D. Vestas will compensate the District for all services rendered at a flat rate of eight thousand six hundred and fifty dollars and no cents (\$8,650.00.) The cost is inclusive for all instruction, facility, and teaching/training equipment and materials.
- E. Payments by Vestas Corporation to the District will be due upon receipt of invoice. An invoice will be generated when the training is 50% completed.
- F. **IT IS MUTUALLY UNDERSTOOD** that Vestas and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Vestas and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Vestas, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Vestas. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Vestas will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of Vestas under this Agreement or of any persons directly or indirectly employed by, or acting as agent for Vestas, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve Vestas from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of Vestas operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. Vestas agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of Vestas' non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Jim Tyler
Training Manager
Vestas
Portland, OR

Lisa J. Waits
Interim Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

AGENDA ITEM Item 9.(i)
 MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: BAY AREA CLEAN WATER AGENCIES (BACWA) FOR
 CONTRACT EDUCATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College and BACWA for contract training and education is being presented for review and approval by the Governing Board.

The District will provide five, for credit classes, WATER 100, Introduction to Wastewater Treatment, WATER 102, Sanitary Chemistry, WATER 104, Introduction to Water Supply and Treatment, WATER 105, Wastewater Treatment, and WATER 107, Mathematics of Water and Wastewater Treatment, for up to 30 students per class, to be selected by BACWA member organizations. Training will be held at Wastewater and Water facilities identified by BACWA. Training is scheduled to start in January 2009.

BACWA will compensate the District for all educational services, rendered at a flat rate of \$12,000.00 per class, for a total of \$60,000. The fee includes program development, coordination, instruction, training materials, including textbooks, and evaluation.

Copies of the agreement are available in the Office of the Superintendent/President and in the Office Contract Education and Community Services.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
 Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
 Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Bay Area Clean Water Agencies**, hereinafter referred to as "BACWA."

WHEREAS, BACWA desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide credit classes, WATER 100, Introduction to Wastewater Treatment, WATER 102, Sanitary Chemistry, WATER 104, Introduction to Water Supply & Treatment, WATER 105, Wastewater Treatment, and WATER 107, Mathematics of Water and Wastewater Treatment, for up to 30 employees per class, for BACWA member organizations.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend and receive 64 hours of instruction per class and four hours of college credit, except for WATER 104 and 105, which require 64 hours of instruction and award 3 hours of college credit. Instruction/training will be delivered at various BACWA sites, to be determined. Classes will begin in January 2009, exact dates to be determined. All successful completers will receive Certificates of Completion. Additional training can be scheduled as needed with an addendum to this contract.
- C. BACWA will recruit, identify and select all employees who will participate in training.
- D. BACWA will compensate the District for all services rendered and expenses at a rate of sixty thousand dollars (\$60,000), or twelve thousand dollars (\$12,000) per class. The cost is inclusive of all instruction and teaching/ training materials.
- E. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- F. This contract may be terminated by either party with notice of ten (10) business days.
- G. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- H. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of BACWA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this

Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

BACWA will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for BACWA, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve BACWA from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of BACWA operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- I. BACWA agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of BACWA' non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

David R. Williams
BACWA Chair
5019 Imhoff Place
Martinez, CA 94553

Lisa J. Waits
Interim Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SEIU UHW-WEST AND JOINT
EMPLOYER EDUCATION FUND AND SOLANO
COMMUNITY COLLEGE DISTRICT FOR MATH 107
TUITION AND SPECIAL SERVICES FOR CONTRACT
EDUCATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and SEIU UHW-WEST and Joint Employer Education Fund for contract education is being presented for review and approval by the Governing Board. The District will provide special services for up to twelve Math 107 students. Special services include tuition and fees, books, parking passes, program coordination, and SEIU UHW-WEST staff/ instructor conferences. The class will be held at Solano Community College from January 20-May 22, 2009.

SEIU UHW-WEST and Joint Employer Education Fund will compensate the District for all educational services, rendered at a flat rate of \$6,000.00.

Copies of the agreement are available in the Office of the Superintendent/President and in the Office of Contract Education and Training.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Deborah Mann, Program Developer
Contract Education and Training

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 17, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

December 17, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **SEIU UHW-WEST AND JOINT EMPLOYER EDUCATION FUND**, hereinafter referred to as "SEIU-UHWEDUC."

WHEREAS, SEIU-UHWEDUC desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Math 107 enrollment, textbooks, and special services for up to 12 students. Students who successfully complete the class will be awarded 2.5 hours of college credit.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above.
- C. Class participants will be identified by SEIU-UHWEDUC.
- D. SEIU-UHWEDUC will compensate the District for all educational services rendered at a flat rate of **\$6,000.00**. This fee includes the cost of tuition and fees, textbooks, parking passes, and program coordination, SEIU-UHWEDUC staff conferences with the instructor, use of the Math lab, and Certificates of Completion.
- E. Payments by SEIU-UHWEDUC Corporation to the District will be due upon receipt of invoice. An invoice will be generated within two weeks of class start.
- F. **IT IS MUTUALLY UNDERSTOOD** that SEIU-UHWEDUC and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to SEIU-UHWEDUC and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, SEIU-UHWEDUC, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of SEIU-UHWEDUC. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SEIU-UHWEDUC will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims,

losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of SEIU-UHWEDUC under this Agreement or of any persons directly or indirectly employed by, or acting as agent for SEIU-UHWEDUC, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve SEIU-UHWEDUC from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of SEIU-UHWEDUC operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. SEIU-UHWEDUC agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of SEIU-UHWEDUC's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Mary Ruth Gross
Executive Director
SEIU-UHWEDUC
Oakland, CA

Lisa J. Waits
Interim Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

AGENDA ITEM Item 9.(k)
MEETING DATE December 17, 2007

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **AGREEMENT BETWEEN CHILDREN'S NETWORK AND
SOLANO COMMUNITY COLLEGE DISTRICT FOR
MATH 107, ELEMENTARY ALGEBRA, PART 1, CLASS
FOR CONTRACT EDUCATION**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

An agreement between Solano Community College and the Children's Network for contract education is being presented for review and approval by the Governing Board.

The district will provide a two and one-half (2½) credit Math 107, Elementary Algebra, Part 1, class for childcare providers. Training will be held at the college during the Spring, 2009 semester.

The Children's Network will compensate the District for all educational services rendered at a flat rate of \$13,000.00. The fee includes program development, coordination, instruction, books and materials, use of the Math Lab, evaluation, and Certificates of Completion.

Copies of the agreement are available in the Office of the Superintendent-President and in the Office of Contract Education and Training.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Deborah Mann
Contract Education and Training

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7195

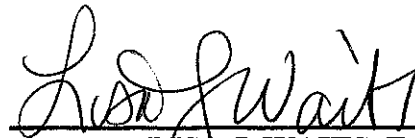
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 9, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

December 17, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

THIS AGREEMENT is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and the **CHILDREN'S NETWORK**, hereinafter referred to as "**The Children's Network**."

WHEREAS, the Children's Network desires to engage the District to render special education services.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Math 107, Elementary Algebra, Part 1, to childcare workers. The training includes eighty hours (64) hours of instruction, 40 lecture and 24 lab. The class will be scheduled during the spring 2009 semester, start date to be determined. Students who successfully complete the class will be awarded two and a half (2 1/2) hours of college credit.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above. The instructor will be certified in accordance with the rules and regulations of the California Community Colleges Board of Governors.
- C. The Children's Network will identify class participants and agrees to provide evaluative feedback to the District.
- D. The Children's Network will compensate the District for all educational services rendered at a rate of \$13,000.00. This fee includes the cost of the instructor, course materials including textbooks, calculators, use of the Math lab, and Certificates of Completion. Should additional services such as tutoring be required, an addendum to this contract may be added.
- E. Payment by The Children's Network to the District will be due after the course has been 50% completed and upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that The Children's Network and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to The Children's Network and the District, respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, The Children's Network, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of The Children's Network. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be

applicable to any of such damages or claims for damages.

The Children's Network will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of The Children's Network under this Agreement or of any persons directly or indirectly employed by, or acting as agent for The Children's Network, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve The Children's Network from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of The Children's Network's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. The District certifies that it has an IIPP in place that complies with Cal/OSHA requirements. The District certifies that any employee assigned to a The Children's Network worksite has received initial and, if appropriate, annual safety training prior to assignment to The Children's Network. The District shall hold harmless and indemnify The Children's Network against any liabilities, cost, penalties and expenses, including attorney fees, incurred by The Children's Network in responding to any claim by any individual or government authority relating in any way to the adequacy of safety training provided to District employees.
- I. The Children's Network agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age, pregnancy, disability, or political affiliation. In the event of The Children's Network's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

The Children's Network
C.A.R.E.S. Program
2320 Courage Drive, Suite 107
Fairfield, CA 94533

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534-3197

By: _____
Jacqueline Jackson
Executive Director
The Children's Network

By: _____
Lisa J. Waits, Ed.D.
Interim Superintendent-President

Date: _____

Date: _____

AGENDA ITEM Item 9.(1)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL OF ENTREPRENEURSHIP CAREER
PATHWAYS PROJECT WITH SMALL BUSINESS
DEVELOPMENT CENTER (SBDC)**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

The California Community Colleges System Office has proposed renewing the Entrepreneurship Career Pathways Projects Grant with the Solano College Small Business Development Center (SBDC) [Grant Agreement #08-172-030] for fiscal year 2008-2009. Funding for the Grant Agreement is through the Economic and Workforce Development Program. The scope of the Grant Agreement is to provide entrepreneurial training and counseling to youth ages 14-27 in Solano County. The amount of the Grant Agreement is \$50,000 and the term is for the period December 1, 2008, through January 31, 2010.

A copy of the grant agreement is available in the Office of the Superintendent/President, the Office of the Vice President of Academic Affairs, and in the Office of the Small Business Development Center.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-3382

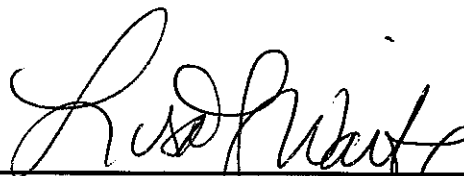
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

| | | | | | | | | | |
|--|---|---------|-------------|-------------|-------------------|---------|------|---------|------------|
| Chancellor's Office California Community Colleges | District: <u>Solano CCD</u> College: <u>Solano College</u> RFA Specification Number: <u>08-0172</u> | | | | | | | | |
| Grant Agreement | TO BE COMPLETED BY COCCC | | | | | | | | |
| Economic & Workforce Development Program <p style="text-align: center;">Entrepreneurship Career Pathways Projects</p> | Program Years: <u>2008-09</u> Maximum Years for which funding is available _____ Grant Agreement No.: <u>08-172-030</u> Date: _____ Total Amount Encumbered: <u>\$50,000</u> | | | | | | | | |
| <p>This grant is made and entered into, by and between, the Chancellor's Office of the California Community Colleges, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA Specification; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/08 and II, Rev. 10/06), as set forth in the RFA Instructions. All of these items are incorporated into this grant by reference.</p> <p>The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered."</p> <p>The term of this grant shall be from December 1, 2008, to and including January 31, 2010. All performance under this grant shall be completed by November 30, 2009, except for the submission of any Final Report that may be required by Article I of the Grant Agreement.</p> <p>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</p> | | | | | | | | | |
| STATE OF CALIFORNIA | GRANTEE | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Item</td> <td style="width: 25%;">Chapter</td> <td style="width: 25%;">Statute</td> <td style="width: 25%;">Fiscal Year</td> </tr> <tr> <td>6870-101-0001(21)</td> <td>268/269</td> <td>2008</td> <td>2008-09</td> </tr> </table> | Item | Chapter | Statute | Fiscal Year | 6870-101-0001(21) | 268/269 | 2008 | 2008-09 | Solano CCD |
| Item | Chapter | Statute | Fiscal Year | | | | | | |
| 6870-101-0001(21) | 268/269 | 2008 | 2008-09 | | | | | | |
| Object of Expenditure (Code and Title) 3233-751-27010 | Grant Funds Requested: <u>\$50,000</u> | | | | | | | | |
| Signature, Accounting Officer (or authorized Designee) | Total Match Funds: \$ <u>0</u> | | | | | | | | |
| Project Monitor Teresa Parkison | Project Director Charles Eason | | | | | | | | |
| Agency Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95811-6549 | District (Grantee) Address SOLANO CCD 4000 Suisun Valley Road Fairfield, CA 94534-3197 | | | | | | | | |
| Signature, Executive Vice Chancellor (or authorized Designee) Date | Signature, Chief Executive Officer (or authorized Designee) Date | | | | | | | | |
| Printed Name of Person Signing Steve Bruckman | Printed Name of Person Signing Dr. Lisa J. Waits | | | | | | | | |
| Title Executive Vice Chancellor | Title Interim Superintendent/President | | | | | | | | |

| Application Budget Detail Sheet | | |
|--|--|-----------------|
| Chancellor's Office California Community Colleges | District: Solano Community College | |
| | College: Solano College | |
| | RFA Specification Number: 08-0172 | |
| | Program Year: FY 08-09 | |
| | Source of Funds: Entrepreneurship Career Pathways Projects | |
| Object of Expenditure ¹ | Classification | Funds Requested |
| | | |
| 2000 | 0.25 FTE of SBDC Administrative Assistant's Salary - Beverly Pfeiffer | 10,770 |
| 3000 | Benefits | 3,304 |
| 4000 | Supplies and Instructional Materials | |
| | 50 sets Rich Dad Poor Dad for Teens (Financial Literacy Book for Afterschool Program) | 600 |
| | Cash Flow Game (Financial Literacy Game for Afterschool Program) | 220 |
| | 12 month subscription to Small BizU/Active Plans Online Business Plan Tool (\$299/month) | 3,588 |
| | 50 T-Shirts for YEP Participants | 635 |
| 5000 | Other operating expenses and Services | |
| | YEP Program Coordinator - Wil Cason (5 hrs/week @ \$50/hr) | 13,000 |
| | YEP Recruitment Coordinator - Mitzi Bunch (3 hrs/week @ \$50/hr) | 7,800 |
| | 120 hrs of one-on-one counseling sessions (\$40/hr) | 4,800 |
| | Guest Speaker Fees for SBDC Consultants visiting Virtual Enterprise Classes (\$40/hr) | 2,560 |
| | Travel Expenses for SBDC Director and YEP Program Coordinator to attend YEP conference or other meetings | 800 |
| | | |
| | | |
| | Total Direct Costs | 48,077 |
| | Total Indirect Costs (4% of Direct Costs) | 1,923 |
| | Total Project Costs | 50,000 |

¹ These represent frequently used account codes.

Chancellor's Office
California Community Colleges

APPLICATION BUDGET SUMMARY

RFA Specification No.: 08-0172

Program Year: FY 08-09

RFA Specification Title: Entrepreneurship Career Pathways Project Telephone No.: (707) 864-3382

District/College: Solano Community College/Solano College

Fax No.: (707) 864-8025

| Object of Expenditure | Classification | Line | Total Program Funds Requested | Match |
|--|---------------------------------------|------|-------------------------------|-------|
| 1000 | Instructional Salaries | 1 | | |
| 2000 | Noninstructional Salaries | 2 | 10770 | |
| 3000 | Employee Benefits | 3 | 3304 | |
| 4000 | Supplies and Materials | 4 | 5043 | |
| 5000 | Other Operating Expenses and Services | 5 | 28960 | |
| 6000 | Capital Outlay | 6 | | |
| 7000 | Other Outgo | 7 | | |
| Total Direct Costs | | 8 | 48,077 | - |
| Total Indirect Costs (4% of line 8) | | 9 | 1,923.08 | |
| Total Project Costs | | 10 | 50,000 | - |

NOTE: Provide an Application Budget Detail Sheet for each funding source including match, if required.

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and federal regulations

Project Director Name/Title

(Authorized Signature)

Date

District Chief Business Officer

(Authorized Signature)

Date

AGENDA ITEM Item 11.(a)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: PUBLIC HEARING AND ADOPTION OF THE OFFICIAL
DISTRICT BUDGETS FOR FY 2008-09 GENERAL FUND,
CAPITAL PROJECTS FUND, AND BOOKSTORE FUND

REQUESTED ACTION: RECOMMENDED ADOPTION OF THE
FY 2008-09 BUDGETS

SUMMARY:

The Fiscal Year 2008-09 budgets are presented for recommended adoption at this time.

- | | | |
|----|--|--------------|
| 1. | General Fund Budget in the amount of: | \$59,574,695 |
| 2. | Capital Projects Fund Budget in the amount of: | \$ 147,750 |
| 3. | Bookstore Fund Budget in the amount of: | \$ 4,149,940 |

A public hearing will be held and the budget will be adopted at this meeting due to the late passage of the State budget. Copies of the District's Annual 2008-09 Budget Booklet are provided to the Board under separate cover. Copies are available from the Office of the Vice President of Administrative & Business Services and at the Board meeting.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM Item 11.(b)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: AB 2910 QUARTERLY REPORT, FIRST QUARTER,
FY 2008-09
REQUESTED ACTION: BOARD REVIEW AND ACCEPTANCE OF THE
QUARTERLY REPORT

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on its financial condition. The report for the first quarter of FY 2008-09 is attached for the Board's review and recommended acceptance.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

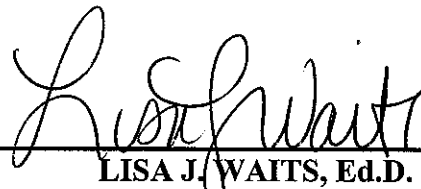
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA**

CHANGE THE PERIOD

Fiscal Year: 2008-2009

Quarter Ended: (Q1) Sep 30, 2008

District: (280) SOLANO


Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Don Mourton

CBO Phone: 707-864-7223

CBO Signature: 
Date Signed: 12-3-08

Chief Executive Officer Name: Lisa Waits
CEO Signature: 
Date Signed: 12-3-08

Electronic Cert Date: 12/03/2008

District Contact Person

Name: Susan Rinne

Title: Interim Director of Fiscal Services

Telephone: 707-864-7000

Fax: 707-864-7146

E-Mail: susan.rinne@solano.edu

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511
Send questions to Kuldeep Kaur, (916) 327-6818 kkaur@cccco.edu
© 2007 State of California. All Rights Reserved.

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA**

CHANGE THE PERIOD

District: (280) SOLANO

Fiscal Year: 2008-2009
Quarter Ended: (Q1) Sep 30, 2008

| Line | Description | As of June 30 for the fiscal year specified | | | |
|--|---|---|-------------------|-------------------|---------------------|
| | | Actual 2005-06 | Actual 2006-07 | Actual 2007-08 | Projected 2008-2009 |
| I. Unrestricted General Fund Revenue, Expenditure and Fund Balance: | | | | | |
| A. | Revenues: | | | | |
| A.1 | Unrestricted General Fund Revenues (Objects 8100, 8600, 8800) | 43,067,679 | 47,909,009 | 48,967,691 | 50,025,295 |
| A.2 | Other Financing Sources (Object 8900) | 40,000 | 26,210 | 1,001,646 | 0 |
| A.3 | Total Unrestricted Revenue (A.1 + A.2) | 43,107,679 | 47,935,219 | 49,969,337 | 50,025,295 |
| B. | Expenditures: | | | | |
| B.1 | Unrestricted General Fund Expenditures (Objects 1000-6000) | 42,333,034 | 46,288,175 | 50,216,581 | 50,845,622 |
| B.2 | Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600) | 254,434 | 170,463 | 140,493 | 195,400 |
| B.3 | Total Unrestricted Expenditures (B.1 + B.2) | 42,587,468 | 46,458,638 | 50,357,074 | 51,041,022 |
| C. | Revenues Over(Under) Expenditures (A.3 - B.3) | 520,211 | 1,476,581 | -387,737 | -1,015,727 |
| D. | Fund Balance, Beginning | 4,493,812 | 4,415,239 | 5,891,820 | 5,504,083 |
| D.1 | Prior Year Adjustments + (-) | -598,784 | 0 | 0 | 0 |
| D.2 | Adjusted Fund Balance, Beginning (D + D.1) | 3,895,028 | 4,415,239 | 5,891,820 | 5,504,083 |
| E. | Fund Balance, Ending (C. + D.2) | 4,415,239 | 5,891,820 | 5,504,083 | 4,488,356 |
| F.1 | Percentage of GF Fund Balance to GF Expenditures (E. / B.3) | 10.4% | 12.7% | 10.9% | 8.8% |

II. Annualized Attendance FTES:

| | | | | | |
|-----|---|-------|-------|-------|-------|
| G.1 | Annualized FTES (excluding apprentice and non-resident) | 9,182 | 9,160 | 9,101 | 9,182 |
|-----|---|-------|-------|-------|-------|

III. Total General Fund Cash Balance (Unrestricted and Restricted)

| | Description | As of the specified quarter ended for each fiscal year | | | |
|-----|--------------------------------|--|------------------|------------------|------------|
| | | 2005-06 | 2006-07 | 2007-08 | 2008-2009 |
| H.1 | Cash, excluding borrowed funds | | | 6,045,071 | -4,151,056 |
| H.2 | Cash, borrowed funds only | | | 0 | 4,151,056 |
| H.3 | Total Cash (H.1+ H.2) | 2,147,027 | 3,428,698 | 6,045,071 | 0 |

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

| Line | Description | Adopted Budget (Col. 1) | Annual Current Budget (Col. 2) | Year-to-Date Actuals (Col. 3) | Percentage (Col. 3/Col. 2) |
|-------------------------|---|-------------------------|--------------------------------|-------------------------------|----------------------------|
| I. Revenues: | | | | | |
| I.1 | Unrestricted General Fund Revenues (Objects 8100, 8600, 8800) | 50,145,537 | 50,145,537 | 1,446,884 | 2.9% |
| I.2 | Other Financing Sources (Object 8900) | 0 | 0 | 0 | |
| I.3 | Total Unrestricted Revenue (I.1 + I.2) | 50,145,537 | 50,145,537 | 1,446,884 | 2.9% |
| J. Expenditures: | | | | | |
| J.1 | Unrestricted General Fund Expenditures (Objects 1000-6000) | 50,824,882 | 50,824,882 | 11,382,653 | 22.4% |
| J.2 | Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600) | 50,000 | 50,000 | 0 | 195,400 |
| J.3 | Total Unrestricted Expenditures (J.1 + J.2) | 50,874,882 | 50,874,882 | 11,382,653 | 22.4% |
| K. | Revenues Over(Under) Expenditures (I.3 - J.3) | -729,345 | -729,345 | -9,535,769 | |
| L. | Adjusted Fund Balance, Beginning | 5,504,083 | 5,504,083 | 5,504,083 | |
| L.1 | Fund Balance, Ending (C. + L.2) | 4,774,738 | 4,774,738 | -4,431,686 | |
| M. | Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3) | 9.4% | 9.4% | | |

V. Has the district settled any employee contracts during this quarter?

YES

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

| Contract Period Settled | Management | Academic | Classified |
|-------------------------|------------|----------|------------|
|-------------------------|------------|----------|------------|

Bd. Agenda
Page 56

| (Specify) YYYY-YY | Permanent | | Temporary | |
|----------------------|---------------------|-----|---------------------|-----------|
| | Total Cost Increase | % * | Total Cost Increase | % * |
| a. SALARIES: | | | | |
| Year 1: 2007/08 | | | | 95,914 3% |
| Year 2: | | | | |
| Year 3: | | | | |
| b. BENEFITS: | | | | |
| Year 1: | | | | |
| Year 2: | | | | |
| Year 3: | | | | |

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.
Ongoing Cost of Living Adjustment received by the State for Apportionment and other Categoricals.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? YES

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)
Due to the late signing of the State Budget, the District did not receive any apportionment from the State until October 2006. This caused the district to pass a resolution for the County to advance property taxes to cover any negative cash flow the district incurred. The District also borrowed from other funds within the district to cover this negative cash flow.

VII. Does the district have significant fiscal problems that must be addressed? This year? YES
Next year? YES

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)
The district is holding budget forums to plan for the possibility of mid-year reductions from the State. These reductions would have to be on-going.

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Bd. Agenda
Page 57

Quarterly Financial Status Report, CCFS-311Q
ENTER OR EDIT CURRENT DATA

2008-2009 Q1 Reopened For Edits.

CHANGE THE PERIOD

Fiscal Year: 2008-2009

Quarter Ended: (Q1) Sep 30, 2008

District: (280) SOLANO

| Line | Description | Adopted Budget (Col. 1) | Annual Current Budget (Col. 2) | Year-to-Date Actuals (Col. 3) | Projected Actuals as of June 30 (Col. 4) |
|--|---|-------------------------|--------------------------------|-------------------------------|--|
| I. Unrestricted General Fund Revenue, Expenditure and Fund Balance: | | | | | |
| Closed for edits after Nov 14, 2008 | | | | | |
| A. | Revenues: | | | | |
| A.1 | Unrestricted General Fund Revenues (Objects 8100, 8600, 8800) | 50,145,537 | 50,145,537 | 1,446,884 | 50,025,295 |
| A.2 | Other Financing Sources (Object 8900) | 0 | 0 | 0 | 0 |
| A.3 | Total Unrestricted Revenue (A.1 + A.2) | 50,145,537 | 50,145,537 | 1,446,884 | 50,025,295 |
| B. | Expenditures: | | | | |
| B.1 | Unrestricted General Fund Expenditures (Objects 1000-6000) | 50,824,882 | 50,824,882 | 11,382,653 | 50,845,622 |
| B.2 | Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600) | 50,000 | 50,000 | 0 | 195,400 |
| B.3 | Total Unrestricted Expenditures (B.1 + B.2) | 50,874,882 | 50,874,882 | 11,382,653 | 51,041,022 |
| C. | Revenues Over(Under) Expenditures (A.3 - B.3) | -729,345 | -729,345 | -9,935,769 | -1,015,727 |
| D. | Fund Balance, Beginning | 5,504,083 | 5,504,083 | 5,504,083 | 5,504,083 |
| D.1 | Prior Year Adjustments + (-) | 0 | 0 | 0 | 0 |
| D.2 | Adjusted Fund Balance, Beginning (D + D.1) | 5,504,083 | 5,504,083 | 5,504,083 | 5,504,083 |
| E. | Fund Balance, Ending (C. + D.2) | 4,774,738 | 4,774,738 | -4,431,686 | 4,488,356 |
| F.1 | Percentage of GF Fund Balance to GF Expenditures (E. / B.3) | 9.4% | 9.4% | -38.9% | 8.8% |

II. Annualized Attendance FTES:

| | | | | | |
|-----|---|--|--|--|-------|
| G.1 | Annualized FTES (excluding apprentice and non-resident) | | | | 9,182 |
|-----|---|--|--|--|-------|

III. Total General Fund Cash Balance (Unrestricted and Restricted)

| | Amount as of the Specified Quarter Ended | |
|-----|--|------------|
| H.1 | Cash, excluding borrowed funds | -4,151,056 |
| H.2 | Cash, borrowed funds only | 4,151,056 |
| H.3 | Total Cash (H.1+ H.2) | 0 |

IV. Has the district settled any employee contracts during this quarter?

Yes No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

| Contract Period Settled (Specify) YYYY-YY | Management | | Academic | | | | Classified | |
|---|---------------------|-----|-----------|--|-----------|--|---------------------|-----|
| | Total Cost Increase | % * | Permanent | | Temporary | | Total Cost Increase | % * |
| a. SALARIES: | | | | | | | | |
| Year 1: 2007/08 | | | | | | | 95,914 | 3% |
| Year 2: | | | | | | | | |
| Year 3: | | | | | | | | |
| b. BENEFITS: | | | | | | | | |
| Year 1: | | | | | | | | |
| Year 2: | | | | | | | | |
| Year 3: | | | | | | | | |

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

Ongoing Cost of Living Adjustment received by the State for Apportionment and other Categories.

1903 Characters Remaining

Bd. Agenda Page 58

V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

Yes

No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

Due to the late signing of the State Budget, the District did not receive any apportionment from the State until October 2008. This caused the district to pass a resolution for the County to advance property taxes to cover any negative cash flow the district incurred. The District also borrowed from other funds within the district to cover this negative cash flow.

1629 Characters Remaining

VI. Does the district have significant fiscal problems that must be addressed?

This year?

Yes

No

Next year?

Yes

No

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

The district is holding budget forums to plan for the possibility of mid-year reductions from the State. These reductions would have to be on-going.

1850 Characters Remaining

EXIT WITHOUT SAVING

SAVE EDITS

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511
Send questions to Kuldeep Kaur, (916) 327-6818 kkaur@cccco.edu
© 2007 State of California. All Rights Reserved.

REPORT FYREXM3
FISCAL YEAR: 09

SOLANO COMMUNITY COLLEGE DISTR
Expenditure Summ. by Fund Type
AS OF 30-SEP-2008

RUN DATE: 12/01/2008
TIME: 03:02 PM
PAGE: 1

COAS: S Solano Community College
LEVEL1 FUND: 10 General Fund
LEVEL2 FUND: 11 General Fund - Unrestricted

| ACCT MAJOR | ACCOUNT TITLE | ADJUSTED BUDGET | CURRENT PERIOD ACTIVITY | YEAR TO DATE ACTIVITY | BUDGET RESERVATIONS | AVAILABLE BALANCE | % BGT USED |
|------------|--------------------------------------|-----------------|-------------------------|-----------------------|---------------------|-------------------|------------|
| 11 | Instructor Salaries, Contract/Reg | 10,259,998.00 | 1,040,972.17 | 2,104,274.29 | .00 | 8,155,723.71 | 21 |
| 12 | Noninstructnl Salaries Contract/Reg | 3,801,834.00 | 346,301.96 | 853,253.42 | .00 | 2,948,580.58 | 22 |
| 13 | Instructional Salaries, Other | 6,622,222.00 | 512,694.30 | 1,681,646.28 | .00 | 4,940,575.72 | 25 |
| 14 | Noninstructional Salaries, Other | 442,400.00 | 57,041.21 | 177,122.05 | .00 | 265,277.95 | 40 |
| | Academic Salaries | 21,126,454.00 | 1,957,009.64 | 4,816,296.04 | .00 | 16,310,157.96 | 23 |
| 21 | Noninstructnl Salaries, Reg Status | 7,070,143.00 | 619,328.10 | 1,799,821.69 | .00 | 5,270,321.31 | 25 |
| 22 | Instructional Aides, Regular Status | 959,822.00 | 78,762.84 | 226,152.00 | .00 | 733,670.00 | 24 |
| 23 | Noninstructional Salaries, Other | 576,232.00 | 79,430.03 | 177,541.14 | .00 | 398,690.86 | 31 |
| 24 | Instructional Aides, Other | 291,924.00 | 20,298.53 | 39,126.08 | .00 | 252,797.92 | 13 |
| | Classified Salaries | 8,898,121.00 | 797,819.50 | 2,242,640.91 | .00 | 6,655,480.09 | 25 |
| 30 | Staff Benefits | 4,285,250.00 | .00 | .00 | .00 | 4,285,250.00 | 0 |
| 31 | STRS Regular Academic | .00 | 132,835.67 | 317,926.87 | .00 | -317,926.87 | *** |
| 32 | Public Employees Retire-PERS | .00 | 110,887.27 | 312,456.96 | .00 | -312,456.96 | *** |
| 33 | Old Age, Survivors, Disability-OASDI | .00 | 87,364.72 | 221,439.93 | .00 | -221,439.93 | *** |
| 34 | Health & Welfare Benefits | 5,506,225.00 | 472,404.86 | 1,110,733.38 | .00 | 4,395,491.62 | 20 |
| 35 | State Unemployment Insurance-SUI | .00 | 7,485.30 | 19,676.89 | .00 | -19,676.89 | *** |
| 36 | Workers' Compensation Insurance | 87.00 | 37,486.15 | 98,148.03 | .00 | -98,061.03 | ##### |
| 37 | Alternative Retirement System | .00 | 8,394.71 | 24,396.58 | .00 | -24,396.58 | *** |
| 39 | Other Benefits | 1,189,563.00 | 140,332.68 | 411,727.89 | .00 | 777,835.11 | 35 |
| | Benefits | 10,981,125.00 | 997,191.36 | 2,516,506.53 | .00 | 8,464,618.47 | 23 |
| 42 | Books, Magazines, Periodicals | 56,422.00 | 40.00 | 55.86 | 10,287.26 | 46,078.88 | 18 |
| 43 | Software Under \$200 | 5,260.00 | .00 | .00 | .00 | 5,260.00 | 0 |
| 44 | Instructional Supplies & Materials | 482,961.00 | 92,126.94 | 104,056.99 | 222,803.98 | 156,100.03 | 68 |
| 45 | Noninstruct Supplies & Materials | 488,686.00 | 60,842.33 | 82,373.96 | 224,403.28 | 181,908.76 | 63 |
| 46 | Printing & Copying | 273,122.00 | 8,332.19 | -3,381.79 | 16,478.81 | 260,024.98 | 5 |
| 49 | Gasoline & Oil | 58,408.00 | 3,031.25 | 3,031.25 | 38,968.75 | 16,408.00 | 72 |
| | Supplies | 1,364,859.00 | 164,372.71 | 186,136.27 | 512,942.08 | 665,780.65 | 51 |
| 50 | Other Operating Expense & Services | 24,000.00 | .00 | .00 | .00 | 24,000.00 | 0 |
| 51 | Consultant & Contract Services | 2,182,249.00 | 182,087.90 | 390,790.46 | 837,259.10 | 954,199.44 | 56 |
| 52 | Travel & Conference Expense | 297,550.00 | 12,977.29 | 25,486.25 | 12,951.69 | 259,112.06 | 13 |
| 53 | Dues & Memberships | 183,224.00 | 6,142.37 | 40,946.37 | 9,695.38 | 132,582.25 | 28 |
| 54 | Insurance | 485,598.00 | 242,804.00 | 243,555.00 | 202,463.00 | 39,580.00 | 92 |
| 55 | Utilities & Housekeeping | 1,671,300.00 | 14,741.55 | 251,818.38 | 29,446.80 | 1,390,034.82 | 17 |
| 56 | Rents, Leases & Repairs | 1,077,620.00 | 135,013.27 | 265,020.10 | 514,412.18 | 298,187.72 | 72 |
| 57 | Legal & Operational Expenses | 1,977,292.00 | 296,474.09 | 320,735.03 | 953,393.16 | 703,163.81 | 64 |
| 58 | Other District Expense | -22,093.00 | 529.08 | 2,442.58 | .00 | -24,535.58 | -11 |
| | Other Operating | 7,876,740.00 | 890,769.55 | 1,540,794.17 | 2,559,621.31 | 3,776,324.52 | 52 |

REPORT FYREXM3
FISCAL YEAR: 09

SOLANO COMMUNITY COLLEGE DISTR
Expenditure Summ. by Fund Type
AS OF 30-SEP-2008

RUN DATE: 12/01/2008
TIME: 03:02 PM
PAGE: 2

COAS: S Solano Community College
LEVEL1 FUND: 10 General Fund
LEVEL2 FUND: 11 General Fund - Unrestricted

| ACCT MAJOR | ACCOUNT TITLE | ADJUSTED BUDGET | CURRENT PERIOD ACTIVITY | YEAR TO DATE ACTIVITY | BUDGET RESERVATIONS | AVAILABLE BALANCE | % BGT USED |
|------------|---------------------------------|-----------------|-------------------------|-----------------------|---------------------|-------------------|------------|
| 61 | Sites and Site Improvement | .00 | .00 | .00 | 2,500.00 | -2,500.00 | *** |
| 63 | Library Books/Mags/Periodicals | 71,751.00 | 4,669.31 | 4,669.31 | 41,673.41 | 25,408.28 | 65 |
| 64 | Equipment | 526,572.00 | 74,890.90 | 75,609.63 | 41,664.97 | 409,297.40 | 22 |
| | Capital Outlay | 598,323.00 | 79,560.21 | 80,278.94 | 85,838.38 | 432,205.68 | 28 |
| 71 | Debt Retirement (Longterm Debt) | 95,400.00 | .00 | .00 | .00 | 95,400.00 | 0 |
| | Other Outgo | 95,400.00 | .00 | .00 | .00 | 95,400.00 | 0 |
| 79 | Reserve for Contingencies | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 |
| | Budget Change to Fund Balance | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 |
| | LEVEL 2 FUND TYPE TOTALS | 51,041,022.00 | 4,886,722.97 | 11,382,652.86 | 3,158,401.77 | 36,499,967.37 | 28 |
| | LEVEL 1 FUND TYPE TOTALS | 51,041,022.00 | 4,886,722.97 | 11,382,652.86 | 3,158,401.77 | 36,499,967.37 | 28 |
| | GRAND TOTALS | 51,041,022.00 | 4,886,722.97 | 11,382,652.86 | 3,158,401.77 | 36,499,967.37 | 28 |

RUN DATE: 12/01/2008

AGENDA ITEM Item 11.(c)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: CLAIM FOR PROPERTY DAMAGE,
KEENAN CLAIM NO. 3907-09-00001-01-01**
REQUESTED ACTION: ACTION

SUMMARY:

The District received a verified claim form from a student for personal property damage sustained on District premises in August, 2008. The student's automobile insurance carrier is subrogating against the District to recover costs paid to its insured.

Keenan Claim No. 3907-09-00001-01-01, as presented, is timely (presented within six months of the alleged events or occurrences as required by law) and should be rejected pursuant to Government Code 911.2. A copy of the claim is provided to the Board under separate cover.

It is recommended that the claim be denied and referred to the District's insurance administrators to send the appropriate denial letter.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lisa J. Waits, Ed.D.
Interim Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7112

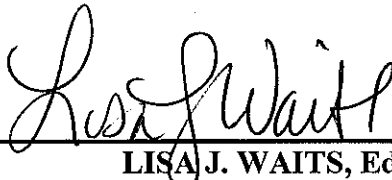
TELEPHONE NUMBER

Administration

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM Item 11.(d)
MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE**

REQUESTED ACTION: APPROVAL

SUMMARY:

During the months of November and December 2008, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Erin Farmer, Chair
Curriculum Committee

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7571

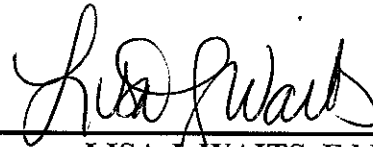
TELEPHONE NUMBER

Academic Senate
Curriculum Committee

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
Interim Superintendent/President

December 5, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the months of November and December 2008, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

Course Modifications

- (CP-08-74) AERO 150 – FAA Special Projects-Airframe Enhancement – Change in course information.
- (CP-08-75) COUN 348A – Adaptive Personal Development Life Skills – Change in course information.
- (CP-08-76) COUN 348B – Career Awareness and Disability Success – Change in course information.
- (CP-08-77) COUN 148C – Disability and Success – Change in course information.
- (CP-08-78) COUN 148D – Wellness and Maintaining Good Health – Change in course information.
- (CP-08-79) DRFT 055 – Mechanical Drafting – Level I – Change in prerequisite.
- (CP-08-99) DRFT 060 – Architectural Drafting I – Change in prerequisite.
- (CP-08-80) DRFT 075 – Electronic Drafting – Change in prerequisite.
- (CP-08-81) DRFT 080 – Civil Drafting I – Change in prerequisite.
- (CP-08-82) DRFT 085 – Civil Drafting II – Change in course information.
- (CP-08-83) DRFT 140 – Surveying – Change in course information.
- (CP-08-35) EMT 212 – Emergency Medical Technician (Basic) – Change in units and change in prerequisites/advisory.
- (CP-08-84) ENGL 350 – Writing and Reading Skills for ESL Students – Change in corequisite. Change in course information.
- (CP-08-85) ENGL 350L – English 350 Lab – Change in course information.
- (CP-08-86) ENGL 355 – Writing and Reading Skills – Change in corequisite. Change in course information.
- (CP-08-87) ENGL 355L – English 355 Lab – Change in course information.
- (CP-08-88) ENGL 370 – English Fundamentals – Change in course information.
- (CP-08-89) ENGL 370L – English Fundamentals Lab – Change in course information.
- (CP-08-90) GRMN 012 – Intermediate German Conversation – Change in course information.
- (CP-08-91) HORT 348A – Adaptive Horticulture – Basic Skills and Practices – Change in course information.
- (CP-08-92) HORT 348B – Adaptive Greenhouse Management – Change in course information.
- (CP-08-93) HORT 348C – Adaptive Nursery Management – Change in course information.
- (CP-08-94) HORT 348D – Adaptive Vegetable and Orchard Management – Change in course information.
- (CP-08-95) HORT 348E – Adaptive Plant Propagation – Change in course information.
- (CP-08-97) LS 348B – Reading for Life Skills – Change in course information.
- (CP-08-96) MT 162 – Robotic Manufacturing Systems – Change in prerequisite. Change in course information.
- (CP-08-102) NURS 050B – Basic Human Needs – Change in course information.
- (CP-08-98) SPCH 098A – Sports Broadcasting – Change in prerequisite. Change in course information.

New Courses

(CP-08-43) AERO 151 – FAA Special Projects – Powerplant Enhancement

| | |
|----------------------|--|
| Units: | .5 – 1.50 |
| Weekly Class hours: | 1.5 – 4.5 Lab |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. Any Solano College Aeronautics course (AERO 055-119; or previous training/experience in aeronautics). |
| Repeatability: | Repeatable to a maximum of 3 units including initial enrollment. |
| Catalog description: | This course is designed to give Aeronautics students a chance to make up time lost for FAA certificate and/or to work on special projects required by FAA to bring students in line with new FAA FAR Part 66 requirements. Also allows mechanics to take recurrent training. |

(CP-08-44) AERO 175 – Working with Composite Materials

| | |
|----------------------|---|
| Units: | 2 |
| Weekly Class hours: | 1 lecture, 3 activities |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the student to the manufacturing and maintenance of composite materials in aeronautical and aerodynamic structures. Emphasis is placed on the safe handling of tools and chemicals used in composites. |

(CP-08-45) AERO 176 – Composite Materials Workshop

| | |
|----------------------|---|
| Units: | 1 |
| Weekly Class hours: | 3 activities |
| Prerequisites: | AERO 175 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Continues the study of the manufacturing and maintenance of composite materials in aeronautical and aerodynamic structures. Through laboratory practice the student is able to improve their skills to aeronautical quality. Emphasis is placed on the safe handling of tools and chemicals used in composites. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 3

(CP-08-46) CIS 113 – Introduction to Programmable Logic Controllers

| | |
|----------------------|---|
| Units: | 3 |
| Weekly Class hours: | 3 lecture |
| Prerequisites: | CIS 001 |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | The student will be introduced to how to design, program and operate the Programmable Logic Controller (PLC) to control a number of process applications used by industries all over the world. The PLC is a microprocessor-based controller designed to provide easily programmed control of almost any type of process. The student will learn to program Input Modules, Output Modules, Processor module, Power Supply, Programming device, and I/O chassis. |

(CP-08-50) COUN 098 – Performance Enhancement

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 3 lecture |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Performance enhancement explores the psychological, social and physiological factors influencing optimal performance in life's endeavors including academics, performing arts, sports, interpersonal and business relationships. Performance enhancement topics include self care, life balance, confidence, arousal management, motivation, goal attainment, concentration, positive self talk, commitment, uses of imagery and visualization, active listening and demonstrating empathy. Students will design and apply their own Personal Performance Plan to a variety of performance arenas. |

(CP-08-51) ECON 010 – Global Economics

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 3 lecture |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | Eligibility for ENGL 1 and SCC Math standards. |
| Repeatability: | None |
| Catalog description: | This is an introductory course that examines patterns of international trade and development. In this course students will understand how economies around the world are linked. Students will examine issues of global trade, trade policies, exchange rate systems, developing countries and controversies regarding trade policy. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 4

(CP-08-52) ESL 101 – Health Professionals: Communicating with Patients and Families

| | |
|----------------------|---|
| Units: | 3 |
| Weekly Class hours: | 3 lecture |
| Prerequisites: | Eligibility for placement in Level II ESL courses which are ESL 077, ESL 078, and ESL 079 |
| Corequisites: | None |
| Course advisory: | None |
| Repeatability: | None |
| Catalog description: | Designed for health care professionals with low-intermediate English language proficiency. Integrated language skills on themes such as discussion of treatment options with patients, patient-centered communication techniques, and strategies for communicating with special-needs patients. |

(CP-08-53) GEOG 060 – Advanced Geographic Information Systems

| | |
|----------------------|---|
| Units: | 3 |
| Weekly Class hours: | 2 lecture, 3 lab |
| Prerequisites: | GEOG 010 or GEOL 010 |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math Standards. Basic computer literacy is desirable. |
| Repeatability: | None |
| Catalog description: | Application of advanced analytical techniques of geographic information systems (GIS) to manipulate, analyze and predict spatial patterns. Students will work on individual projects to learn the issues involved in managing and representing spatial information. |

(CP-08-54) GEOG 061 – Introduction to Global Positioning Systems

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 2 lecture, 3 lab |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math Standards. Basic computer literacy is desirable. |
| Repeatability: | None |
| Catalog description: | An introduction to the Global Positioning System (GPS). Development of the GPS, operational characteristics, limitations, potential errors and applications will be covered. Activities with GPS receivers will be required. This course will prepare students for advanced course work in the GPS or for course work in Geographic Information Systems. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 5

(CP-08-55) GEOG 062 – Advanced Global Positioning Systems

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 2 lecture, 3 lab |
| Prerequisites: | GEOG 061 |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math Standards. Basic computer literacy is desirable. |
| Repeatability: | None |
| Catalog description: | An advanced course on the Global Positioning System (GPS). Advanced topics including data dictionaries, differential GPS and linking GPS to Geographic Information Systems will be covered. This course will prepare students for additional studies in specific applications of GPS or for course work in Geographic Information Systems. In addition, skills obtained in this course may allow students to seek employment in the spatial science field. |

(CP-08-56) IT 50 – Alternative Energy Technologies

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 3 lecture |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the topics of power generation, transmission, and consumption of both conventional and alternative energy sources. Students will be exposed to an in-depth analysis of the design and use of fossil fuel based systems and then compare those systems to alternatives. Energy use in transportation, industrial, commercial, and residential applications will be examined. |

(CP-08-101) MATH 118 – The Beauty of Mathematics

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 3 lecture |
| Prerequisites: | Math 102 or Math 108 with a "C" or better, or the equivalent |
| Corequisites: | None |
| Course advisory: | SCC minimum English standard. |
| Repeatability: | None |
| Catalog description: | An Introduction to the beauty of mathematics, where the emphasis is on discovery and appreciation of the ideas and their history rather than computations and algorithms. There will be an examination of significant results and individuals from the history of mathematics. Topics include accessible concepts in geometry, the theory of numbers and analysis including the Pythagorean Theorem, Euler's formula for polyhedral, prime numbers, the irrationality of square root 2, harmonic and other series, and logarithms. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 6

(CP-08-57) MT 150 – Wind Turbine Maintenance

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 2 lecture, 3 activities |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces wind turbine maintenance, both scheduled and unscheduled. Students are exposed to maintenance practices unique to wind turbines such as aerodynamics, balancing, torque, gear boxes, generators, electrical power transmission and other systems designed specifically for the wind turbine. Emphasis is placed on safe practices and safety regulations. |

(CP-08-58) MT 152 – Wind Farm Operations

| | |
|----------------------|---|
| Units: | 3 |
| Weekly Class hours: | 2 lecture, 3 activities |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | A holistic view of the wind farm with its interacting wind turbines providing electrical power for the grid. Students are introduced to the parameters that make for a successful site selection, site preparation, and the installation of wind turbines. Operating a wind farm includes use of sophisticated reporting software, a working knowledge of meteorology, and an understanding of the interactions between individual wind turbines, the environment, and transmission facilities. Wind park safety is emphasized. |

(CP-08-59) MT 164 – Programmable Logic Controllers

| | |
|----------------------|---|
| Units: | 3 |
| Weekly Class hours: | 2 lecture, 3 activities |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the student to process control via Programmable Logic Controllers (PLC's). Content includes the popular Allen-Bradley PLC systems and the most common command instructions for the RSLogix 5, RSLogix 500, RSLogix 5000, Micrologix 1000, SLC5 and SLC 500 as well as ControlLogix processors. Troubleshooting and electrical safety are emphasized. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 7

(CP-08-60) MT 201 – Introduction to the Wind Industry

| | |
|----------------------|--|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to electrical generation, alternative energy sources, and the wind industry in particular. Students will learn about the opportunities and responsibilities of the wind field technician. Topics covered in subsequent courses in the program will be introduced. |

(CP-08-61) MT 202 – OSHA Required Safety for the Wind Industry

| | |
|----------------------|---|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to the OSHA required safety topics for wind field technicians. Along with personal safety and injury prevention students are introduced to the aspects of proper tool and equipment use as well as the requirements for working in a safe environment. |

(CP-08-62) MT 203 – CPR, First Aid, and Safety in the Wind Park

| | |
|----------------------|--|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to safety and emergency procedures required for wind technicians. Topics include CPR, first aid, tower rescue, and general safety practices in the wind park. |

(CP-08-63) MT 204 – Electrical Measuring Equipment for Wind Turbines

| | |
|----------------------|--|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to the tools and equipment used to measure electrical systems on a wind turbine. Students will be exposed to analog, digital, mechanical, and passive measuring equipment. The capabilities and limitations of various metering equipment will be presented with the safe use of tools and equipment being the primary focus. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 8

(CP-08-64) MT 205 – Direct Current for Wind Turbines

| | |
|----------------------|---|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | An introduction to direct current electrical systems as used on wind turbines. The student is also introduced to schematic symbols and diagrams used to describe the wind turbine's electrical systems. |

(CP-08-65) MT 206 – Alternating Current for Wind Turbines

| | |
|----------------------|---|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | An introduction to alternating current electrical systems as used on wind turbines. The student is introduced to transformers, converters, and inverters, single and three-phases electrical systems essential to the operation of wind turbines. |

(CP-08-66) MT 207 – High Power Systems for Wind Turbines

| | |
|----------------------|---|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | An introduction to the safe handling of high power systems in the wind industry. Students are introduced to the safety procedures for working with high energy electrical and electrostatic discharge, compressed gasses, and hydraulics. |

(CP-08-67) MT 208 – Electronics for Wind Turbines

| | |
|----------------------|--|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to electronics and fiber optics. Provides an introduction to analog, digital and semiconductor electronics, fiber optics technology, and soldering. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 9

(CP-08-68) MT 209 – Electromechanical Systems for Wind Turbines

| | |
|----------------------|---|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to mechanical and electrical systems that make up the wind turbine. The preventative maintenance practices of moving and stationary parts and electrical systems are introduced. |

(CP-08-69) MT 210 – PLC's and Transformers for Wind Turbines

| | |
|----------------------|---|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to programmable logic controllers, substations and transformers. |

(CP-08-70) MT 211 – Wind Turbine Maintenance Practices

| | |
|----------------------|--|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to the maintenance practices particular to wind turbines. Topics also include troubleshooting techniques, documentation, and service reporting. |

(CP-08-71) MT 212 – Wind Turbine Airfoils and Composites

| | |
|----------------------|--|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | Introduces the prospective wind field technician to airfoils. Students will learn how airfoils are used to capture wind energy and how to maintain rotors and airfoils on wind turbines. |

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES
PAGE 10

(CP-08-72) MT 213 – Wind Turbine Operations

| | |
|----------------------|--|
| Units: | 1 |
| Weekly Class hours: | 1 lecture |
| Prerequisites: | MT 201 with a grade of "C" or better. |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | An introduction to the operations of wind turbines and the wind farm. Students are exposed to Supervisory Control and Data Acquisition (SCADA) systems used to control wind turbines, meteorology, and the graphs and charts used to predict wind turbine performance. |

(CP-08-73) PHOTO 148 – Photography Laboratory

| | |
|----------------------|---|
| Units: | .5 – 1.5 |
| Weekly Class hours: | 1.5 – 4.5 lab |
| Prerequisites: | None |
| Corequisites: | Concurrent enrollment in any SCC Photography course. |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | Up to 12 units. |
| Catalog description: | Photography laboratory is intended to augment concurrent enrollment in other darkroom, digital, and/or studio courses. The class provides individual assistance with projects requiring special darkroom lightroom, and/or studio techniques as well as reinforcement of the proper care and maintenance practices of a darkroom, digital, and studio facility. |

(CP-08-100) SOCS 053 – Civil Rights, Non-Violence and Race Relations

| | |
|----------------------|--|
| Units: | 3 |
| Weekly Class hours: | 16 lecture, 24 activities |
| Prerequisites: | None |
| Corequisites: | None |
| Course advisory: | SCC minimum English and Math standards. |
| Repeatability: | None |
| Catalog description: | The Civil Rights Movement is one of the most significant sources of social change in the United States during the 20 th century. This is a travel study course that will analyze the structure and dynamics of the Civil Rights Movement from a Social Science perspective. |

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CALIFORNIA STATE PRESCHOOL PROGRAM APPLICATION
REQUESTED ACTION: APPROVAL

SUMMARY:

New legislation – AB2759 consolidates the funding and program requirements for programs providing services to income eligible families with children ages 3 and 4. The consolidation will allow us to operate the preschool program under one contract rather than the current three contracts – CCTR: general child care, CPRE: half day preschool, and CFDP: full day preschool.

The consolidation will not affect the portion of the CCTR contract designated for infant and toddler care. Beginning July 1, 2009 services will be provided under two contracts – CCTR for infants and toddlers and a contract for preschool services.

The new contracts will sustain the current daily rates, and the program will be able to claim increased enrollment adjustment rates for children who are limited English proficient, children with exceptional needs, and children who are at-risk of child abuse or neglect. The current preschool contracts do not include these adjusted enrollment rates.

The application is due January 16, 2009. The President’s signature is required on the application cover sheet.

SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Christie Speck, Director
Children’s Programs

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

(707) 864-7183

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 5, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.

Interim Superintendent/President

December 10, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

California Department of Education
Child Development Division

**California State Preschool Program Application
Cover Page**

| | |
|--|---|
| Return To: Child Development Division California Department of Education 1430 N Street, Suite 3410 Sacramento, CA 95814-5901 | One original and three copies are due in the CDD office by January 16, 2009 - 5 p.m. |
| Legal Name of Agency: Solano Community College | Vendor Number: 48-7055 |
| Executive Director Interim President/Superintendent Dr. Lisa Waits | Program Director: Christie Speck |
| Agency Address: 4000 Suisun Valley Road | Program Director Address: 4000 Suisun Valley Road |
| City: Fairfield, CA 94534 Zip: | City: Fairfield, CA 94534 Zip: |
| Phone: (707) 864 – 7000 extension 7112 | Phone: (707) 864 - 7183 |
| E-mail: Lisa.waits@solano.edu | E-mail: Christie.speck@solano.edu |
| I, the official named below, certify that I have read the full contents of Management Bulletin 08-13 and that to the best of my belief, the information contained in this application and any attachments are true and correct. I further certify that I have the authority, as the agency representative, to submit this application, and that the applicant agency will adhere to all of the requirements specified in the Management Bulletin as well as all of the applicable laws and regulations governing child care and development services for which the agency is applying. | |
| Signature, Authorized Agency Representative (PLEASE SIGN USING BLUE INK) | Date |
| Typed Name and Title | |

Calendar – Fiscal Year 2009-2010

November 2008

California Department of Education
Child Development Division

**California State Preschool Program Full-Day Self Certification
Fiscal Year 2009-2010**

Agencies currently operating only a CPRE or CPKP program must have this form signed by an agency authorized representative if the agency plans to begin providing a **full-day** California State Preschool Program.

Full-day California State Preschool Program contractors are required to provide all of the following components in the full-day program. The components listed below may be in addition to components currently required in the CPRE or the CPKP programs.

- Full-day services that are provided for the number of hours per day that are necessary to meet the child care and development needs of the families with children enrolled in the program. Full-day programs typically operate from 7:00 a.m. to 6:00 p.m. to accommodate families who work 8:00 a.m. to 5:00 p.m.
- A program that operates a minimum of 246 days per year unless the contractor can justify that fewer days per year will meet the needs of the families with children enrolled.
- Initial family certification including obtaining documentation of the eligibility and need requirement pursuant to *EC* sections 8263(a)(1) and (a)(2) for families with children enrolled.
- Recertification or update family eligibility and need as changes occur in family size, income, and need status.
- The provision of meals and snacks during the hours of program operation. Meals and snacks must be provided at no cost to the families. Contractors shall not require children to bring a sack lunch.
- Assessment and collection of family fees for families with income, based on family size, and the current family fee schedule posted on the CDE Management Bulletin 06-19 Web page at <http://www.cde.ca.gov/sp/cd/ci/mb0619.asp>.

I certify that I have read the California State Preschool Program Self Certification, and that I have the authority, as the agency representative, to sign and submit this certification. I further certify that the applicant agency will adhere to all of the requirements specified in Management Bulletin 08-13, this certification, as well as all of the applicable laws and regulations governing child care and development services for which the agency is applying.

Signature, authorized agency representative
(Please sign using blue ink)

Date

Typed name and title

Dr. Lisa Waits, Interim Superintendent/President

AGENDA ITEM Item 11.(f)
 MEETING DATE December 17, 2008

**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

**SUBJECT: CHILDREN'S PROGRAMS INSTRUCTIONAL
 MATERIALS AND SUPPLIES CONTRACT – CIMS-8683**

**REQUESTED ACTION: APPROVAL OF THE CONTRACT WITH SIGNED
 RESOLUTION AND CERTIFICATIONS**

SUMMARY:

The program will receive one-time funding in the amount of \$2,523.00 for the purchase of instructional materials and supplies (IMS). These funds are available on a one-time basis for expenditures from July 1, 2008 – June 30, 2009.

A copy of the full agreement is available for public review in the Office of the Superintendent/President, in the Office of Children's Programs, and at the Board meeting.

SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Christie Speck, Director
 Children's Programs
 Fine & Applied Arts/Behavioral Sciences Division

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7183

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

December 4, 2008

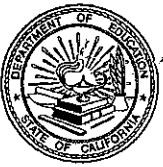
**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**



LISA J. WAITS, Ed.D.
 Interim Superintendent/President

December 10, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**



DATE: July 01, 2008

CONTRACT NUMBER: CIMS-8683

PROGRAM TYPE: INSTRUCTIONAL MATERIALS

PROJECT NUMBER: 48-7055-00-8

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for the purchase of instructional materials and supplies for the Child Development Program. These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2008/2009 Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which are attached hereto and by this reference incorporated herein.

This contract is funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act 9 (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number in 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number in 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2008 through June 30, 2009. The total amount payable pursuant to this agreement shall not exceed \$2,523.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2008 through June 30, 2009 shall be included in their 2008/09 audit due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, Standard Provisions for State Contracts attached.

| | | | | | | |
|---|---|--|-----------------|--|--|--------------------------|
| STATE OF CALIFORNIA | | CONTRACTOR | | | | |
| BY (AUTHORIZED SIGNATURE) | | BY (AUTHORIZED SIGNATURE) | | | | |
| PRINTED NAME OF PERSON SIGNING Margie Burke, Manager | | PRINTED NAME AND TITLE OF PERSON SIGNING | | | | |
| TITLE Contracts, Purchasing & Conf Svcs | | ADDRESS | | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,523 | PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs | FUND TITLE Federal | | Department of General Services use only | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 | (OPTIONAL USE) 0656 14130-7055 | FC# 93.575 | PC# 000326 | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,523 | ITEM 30.10.020.901 6100-196-0890 | CHAPTER 268 | STATUTE 2008 | | | FISCAL YEAR 2008-2009 |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290 | | | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | T.B.A. NO. | B.R. NO. | | | |
| SIGNATURE OF ACCOUNTING OFFICER | | DATE | | | | |

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **SWEATFREE CODE OF CONDUCT:**
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Golano Community College - Children's Programs
4000 Guigun Valley Road - buildings 200 & 200A
Fairfield, CA 94534

Check [] if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

| | | |
|---|--|----------------------------|
| NAME OF APPLICANT (CONTRACT AGENCY) <u>Golano Community College</u> | | CONTRACT # <u>AMS-8683</u> |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | | |
| <u>Dr. Lisa Waits, Interim Superintendent President</u> | | |
| SIGNATURE | | DATE |

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2008/09.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College

authorizes entering into local agreement number/s _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|-------------|--------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

PASSED AND ADOPTED THIS _____ day of _____ 2008/09, by the Governing Board of _____ of _____ County, California.

I, _____, Clerk of the Governing Board of _____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
**SUBJECT: CITY OF FAIRFIELD/SCC DISTRICT JOINT FACILITY
USE AGREEMENT**
REQUESTED ACTION: INFORMATION

SUMMARY:

A Joint Facility Use Agreement between the Solano Community College District and the city of Fairfield is being presented to the Board for information.

Education Code Section 38130-38139 (The Civic Center Act) and Section 10900-10914.5 (Joint Programs/Community Recreation Programs) provides legal authorization for the establishment of a Joint Facility Use Agreement.

The proposed agreement has been reviewed and approved by District and City Administrators and is deemed to be mutually beneficial in providing use of each other's facilities to further the goals and programs of both entities. The mutual intent is to provide the best service with the least possible expenditure of public funds.

The term is identified for five years, notwithstanding a 30-day cancellation provision.

A copy of the Joint Use Agreement is available for review in the Office of the Superintendent/President and in the Office of the Associate Vice President of Workforce and Community Development.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles R. Shatzer, Associate Vice President
Workforce and Community Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7177

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

December 9, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



LISAJ. WAITS, Ed.D.
Interim Superintendent/President

December 10, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**