

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2011-2012

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
See attached list.	Spring 2012 Adjunct Faculty		
Carlene Coury	Basic Skills Instructor	2/16/12 – 5/23/12	\$ 57.45 hour
Almilkar Gonzalez-Lara	Substitute Scheduling Specialist	2/2/12 – 6/30/12	\$ 17.57 hour
Meghan Pence	Production Assistant, Theater	2/16/12 – 6/30/12	\$ 9.60 hour
Sheryl Scott	Office Assistant, EOPS/Spec Svcs	1/17/12 – 6/30/12	\$ 9.60 hour


Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Debbie Barlow	Accompanist	2/21 – 4/3/12	\$ 625.00
	Accompanist	4/17 – 5/22/12	\$ 600.00

Foster & Kinship Care

Sherry Currie-Proctor	Co-Present PRIDE Pre-Service; the Solano Training Conference	3/1, 3/8 & 3/15/12 3/15 – 3/18/12	\$ 1,200.00
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Charo Albarran
 Human Resources Manager


JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

February 3, 2012
 Date Submitted

February 3, 2012
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

February 15, 2012

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Professional Experts (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Debra Davis	Present, Special Needs Infants & Toddlers; the Solano Training Conference	3/2/12 3/15 – 3/18/12	\$ 900.00
Jacqueline Jones	Co-Present: School Issues: Homework Made Fun; the Solano Training Conference	3/6/12 3/15 – 3/18/12	\$ 1,500.00
Kerry Pilley	Co-Present: School Issues: Homework Made Fun; the Solano Training Conference	3/6/12 3/15 – 3/18/12	\$ 660.00
Noel Vargas	Co-Present: PRIDE, Pre-Service Co-Present: PRIDE, Pre-Service	3/1 – 3/15/12 3/1 – 3/19/12	\$ 540.00 \$ 720.00
Tyffany Wanberg	Co-Present: Kinship Support & Info; Family Night: Activities for Busy Kids; PRIDE Pre-Service; Present, Foster Parent College: Lying	3/1 – 3/29/12	\$ 1,800.00
<i>Corrected dates of service</i>			
Greg Begin	Workshop Presenter, Teen Issues: Communication; the Solano Training Conference	3/13/12 3/15 – 3/18/12	\$ 1,675.00
Mary Ann Turley	Co-Present, Kinship Support & Info; Co-Present, PRIDE Pre-Service; Co-Present, Positive Discipline	3/7, 3/14 & 3/21/12 3/1, 3/8, 3/15 & 3/29/12 3/20/12	\$ 1,440.00

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Career Tech Ed/Business		
School Office	Natalie Avila	Office assistant
Auto Body	Debra Casteel	Assist instructor
EMT	Corey Benjamin	EMT Basic Skills
EMT	George Felton	EMT Basic Skills
EMT	Tommy Forsen	EMT Basic Skills
EMT	Brian Freeman	EMT Basic Skills
EMT	Albert Gomez	EMT Basic Skills
EMT	Nicole Hall	EMT Basic Skills

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

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GRATUITOUS SERVICE (Continued)

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Career Tech Ed/Business		
Health Occupations	Alyssa Jenness	Assist with Skills, EMR
Career Tech Ed	Lynda Rose McMahan	Assist w/Career Ed Fair
EMT	Jason Pfister	EMT Basic Skills
EMT	Richard Stewart	EMT Basic Skills
EMT	Michael Thoming	EMT Basic Skills
EMT	Paul Thompson	EMT Basic Skills
Counseling/Special Services		
Counseling	Cintya DaCruz	Assist counselors
Counseling	Arlene Freeman	Assist counselors
DSPS	Sheyenne Greer	Student notetaker
Counseling	Alan Stewart	Tutoring
Human Performance & Development		
Athletics	Ryan Brown	Volleyball assistant
Athletics	Curtis Co	Volleyball assistant
Athletics	Jaymie Hall	Volleyball assistant
Athletics	Rob Hall	Volleyball assistant
Athletics	Karl Santos	Volleyball assistant
Athletics	Scott Wingert	Football assistant
Liberal Arts		
Art	Melody Nix	Assist instructor
Art	John Lloyd	Assist instructor
Art	Lisa Quintero	Assist instructor
Art	Monique Rutherford	Assist instructor

Adjunct/Overload Faculty
2012 Spring Semester
* Indicates Full-Time Faculty

FACULTY	FI Fac	COURSE	FACULTY	FI Fac	COURSE
Accoee, Reynando J		CJ	Cook, Karen S	*	DRFT
Acosta, Tim		MUSC	Corioso, Mark D		CJ
Adams, Dorene L		NURS	Coury, Carlene		ENGL
Alexander, Charles W		RE	Cowee, John Widmer		DRFT
Allen, Darryl G	*	MATH	Cowee, Marion H	*	ECE
Alums, Rhuenette L		BUS	Crandall-Bear, Dale	*	HIST
Alvarado, Thea S		SOC	Craven, Elizabeth K		PHOT
Ambalal, Monica F		MUSC	Cross, Lauren E		ANTH
Arnn, Rebecca M		ART	Daniel, Carolyn F		NURS
Atwal, Gurpreet		ACCT	Daugavietis, George	*	MATH
Avelar, Netzahuacotl		SOC	Davis, Todd S		ENGL
Averett, Joyce E		NURS	Dawson, Laurie		ENGL
Avila-Tuttle, Gabriela		SPAN	Dawson, Steven J		CJ
Badtke, David		ENGL	de La OSalas, Maria R		SPAN
Balsley, Samuel L		CHEM	Defoe, Danielle A		ENGL
Bandy, Barbara J		THEA	Dekloe, James D	*	BIO
Basaran, Vasfi		CHEM	Delorenzo, Joseph A		THEA
Bautista, Erwin A		BIO	Delos, Kate L		ART
Beaulieu, John P		MATH	Demartini, Dawna L		ENGL
Berger, Jane L	*	ENGL	Denham-Martin, Lynn C	*	NURS
Berrett, Mark W	*	CIS	Diehl, Sandra		HORT
Bischof, Otto B		MATH	Dominguez, Steven		WATR
Blair, Emily	*	ENGL	Donovan, Sarah M	*	MATH
Boerner, Howard C	*	ENGL	Dorger, Samantha M		JOUR
Borchert, Matthew J	*	ATHL	Duane, Erin E	*	LIB
Bourdon, Ingeborg A	*	NUTR	Ducoing, Christine G	*	CHEM
Bradford, Iris V		ECE	Dudman, Matthew		MUSC
Brewer, Kevin	*	MATH	Dwiggins-Beeler, Rachel A		SPCH
Brown, Curtiss R	*	PE	East, Evangeline	*	SPCH
Brueck, Gregory J		HIST	Ensminger, Michael P		BIO
Brunner, Theresa Lynn		ART	Ericson, John		CHEM
Bump, Delbert W		MUSC	Estes, Colleen H		ENGL
Bunch, Richard A		PHIL	Esteve, Carlos M	*	MATH
Bundenthal, Thomas	*	PLSC	Farahnak, Fereydoon		BIO
Burgess, D. Glenn	*	NURS	Farmer, Erin D	*	ENGL
Burnsed, Frank Floyd	*	PE	Federle, Nancy S		ART
Bussewitz, Barry A		ECE	Federle, Steven J		ENGL
Butters, Roger		ECON	Feighner, Mark A	*	PHSC
Byrd, Shawn M		FIRE	Ferrari, Virginia B		OT
Cain, Ginger L	*	PE	Fink, Mark A		LIB
Cain, Peter		MGMT	Flatland, Marianne	*	COUN
Cardinal, Jeffrey S	*	PE	Florence, Ferdinanda P	*	ART
Carmichael, Elisabeth A		ENGL	Fuller, Levi		WATR
Carpenter, Dawn M		OT	Fuller, Ruth	*	LIB
Carter, Quentin R	*	LIB	Gabbard, Mary B		NUTR
Cary, Adrienne	*	CIS	Garnier, Michael J		BUS
Cerati, Victoria A		ITAL	Gaviglio, Glen V		SOC

Adjunct/Overload Faculty
2012 Spring Semester
* Indicates Full-Time Faculty

FACULTY	FI Fac	COURSE	FACULTY	FI Fac	COURSE
Clark, Katherine		BIO	Gelfand, Volodymyr		CHEM
Cobene, Harold L	*	ENGL	Gerald, Jerry W		BIO
Coburn, Frederick R		ELEC	Geyer, Anna		CINA
Codina, Salvador	*	HIST	Giambastiani, Lisa K	*	ENGL
Conrad, Joseph F	*	MATH	Glines, Neil	*	SPCH
Conrad, Kathleen M		CHEM	Goesdasilva, Francisco		BIO
Goldstein, Ronda S		ENGL	Lawson, Donna M		ESL
Goodwin, Michael W	*	CJ	Lee, William Grant		CIS
Gordon, Marilyn D		HIST	Levine, Lisa		PHOT
Gravely, Steven R		ANTH	Livingston, Richard O		SOC
Grebmeier, Linda G		ART	Long, James B		ENGL
Gregory, Sean A		MATH	Lorenz, Jeanne M	*	ART
Gumlia, Mary J	*	COUN	Lorenzetti, Vera L		ENGL
Gunby, Melissa S		ENGL	Lowe, Karen W		ENGL
Gunther, Susanna E	*	MATH	Luce, Katherine V		LIB
Guyer, Rodney L		ART	Lui, Edward O		MATH
Haley, Mary A	*	COSM	Lukehart, Tracy L		PHOT
Hannan, Zachary	*	PHYS	Lum, Rebecca		MATH
Harris, Meredith	*	NURS	Lutz, Melanie P	*	ENGR
Harrow, Ronald A		MATH	Macmullen, James T		PHYS
Hawkes, Wayne		CHEM	Maghoney, Laura	*	ECON
Hecht, Valerie A		SPAN	Maguire, George	*	THEA
Hefner-Gravink, Ann L		BIO	Mahmood, Khalid		MATH
Hernandez-Neil, Priscilla R		COUN	Mariani, Richard C		PHOT
Herndon, Brian		THEA	Marks, Kevin W	*	PE
Higashi, John M	*	CHEM	Martinelli, Willie J	*	MATH
Hogue, Kerri J		PSYC	Matthews, Shaw H		MATH
Holland, Stephen L		MUSC	Mazak, Scott		TV
Hubbard, Leslie V	*	ACCT	McBride, Christopher M	*	ENGL
Intintoli, Helen		MUSC	McBride, Dyan C		THEA
Isip-Bautista, Maria X		SOC	McCarthy, Jeanette E	*	OT
Itaya, Patricia W	*	BIO	McCord, Karen M	*	SOC
Iwamoto, Kristie A		ENGL	McDonald, Cheryl A	*	COSM
Ix, Dana A		SPAN	McIlvery, Joana		HS
Jackson, Rachelle		HS	McIver, Ian		CINA
Jacobsen, Ann P		ENGL	McKee, Linda B		OT
Jagoda, Michael T		MATH	McReynolds, Gale D		SPCH
Jian, Alan S	*	MATH	Means, Joan		ECE
Johnson, Mackenzie R.		GEOG	Melter, Catherine L		NURS
Johnson, Tonmar	*	SOC	Messina, Susan E		ENGL
Jones, Michieal L		MATH	Mikolajcik, Walter		MUSC
Juarez, Larissa		ENGL	Miller, Les W		FIRE
Juliano, Kristy L	*	MUSC	Miller, Michael R		CJ
Kaeser, Richard A		MATH	Miner, Jerolyn M		PE
Kaur, Kiran	*	CHEM	Modrich, Michael A		EMT
Kayali, Francis		MUSC	Molnar, Margherita	*	BIO
Kearns, Kathryn M		ART	Moore, Sandra Alena		SOC

Adjunct/Overload Faculty
2012 Spring Semester
* Indicates Full-Time Faculty

FACULTY	FI Fac	COURSE	FACULTY	FI Fac	COURSE
Keener, Roger		WATR	Moreno, Erma B	*	COUN
Keyser, Glenn J		ENGL	Muhaimin, Aaliyah		COUN
Kiedrowski, Teresa		THEA	Muick, Pamela C		BIO
Kim, Thomas H		MATH	Mumaugh, James A		MATH
Kirkbride, Corrine R	*	MATH	Nagle, John J	*	ATHL
Kolbe, Kevin		CJ	Nazarenko, Sydney		HUDV
Kropp, Gail E	*	HUMN	Nelson, Frances J		LIB
Kulasingam, George C		CHEM	Nicholson, J. Christine		THEA
Lamons-Raiford, Michele R		ENGL	Nordin, Sarah P	*	CJ
Lancet, Marc K	*	ART	Nosce, Lily B		BIO
Lane, Emily E		OT	Obegi, Amy C	*	ECE
Lantzy, Henry V		MATH	Ogden, Carl H		CIS
Ornellas, Maile L		CINA	Shakikhan, Kaveh		ART
Parini, Gregory J		BUS	Sharma, Neeta		CHEM
Parrish, Scott L	*	PE	Shatzer, Charles R		BUS
Parsons, Robert C		THEA	Shatzer, Jane C		BUS
Paschal, Robert B	*	BIO	Sheehan, Pamela R		MATH
Passalacqua, Kristine G		INTD	Shlah, Zaid		ENGL
Pearson-Bloom, Theresa L	*	ATHL	Shulakoff, Allen		ENGL
Pendleton, Robert W		ENGL	Sieminski, Slawomir		MATH
Penrod, Joseph T		BIO	Silva-Attianese, Belinda T	*	COSM
Petero, Ana P		SPCH	Simas, Elizabeth A		SPCH
Petersen, Philip S	*	PHYS	Sloan, Jeffrey T		HUDV
Pfitzner, Markus T		PHOT	Smith, Derek B		MUSC
Pike, Roy	*	FIRE	Smith, Jeffrey R		ENGL
Pinto, Vincenzo		MATH	Smith, Jennifer L		MATH
Pitzulo, Vincent C		MUSC	Smith, Lani P		LIB
Plant, Diana	*	ACCT	Smith, Randy W		ASTR
Podkolzina, Svetlana	*	MATH	Snow, Charlene	*	MATH
Poff, Greg B	*	SPCH	Soria Martin, Domingo G		MATH
Powell, Joel J		PLSC	Souza, Michael A		ENGL
Prentice, Julian Y		LIB	Spindt, Carla M		THEA
Prescott, Vernon L		ECON	Spoelstra, Kevin J	*	AERO
Prime, Lynn F		LIB	Staffero, Linda		BIO
Pryor, Esther J	*	PE	Starbuck, Brenda M		NURS
Pyle, David B		PLSC	Stevens, Vesta		NURS
Ramos, Kimberly Ruth		COUN	Stevenson, Mary E		MATH
Re, Edward B	*	BIO	Stewart, Alvin E		MATH
Reeve, Melissa M	*	ENGL	Stover, Scott E	*	PE
Reynolds-Smith, Elaine M		MUSC	Strickland, Joanne L		CIS
Rhoads, Genele G	*	MATH	Struntz, Wolfgang D		COUN
Riddell, Bruce A		BIO	Sturgeon, Larry E		MATH
Robertson, Randall J	*	MATH	Sturm, Elisabeth M		SPAN
Robinson, Donnisha C		SOC	Subramanian, Mani N		CHEM
Rodriguez, Hector		MATH	Summers, Philip J	*	BIO
Roe, Candace T	*	COUN	Swearingen, Sandra B		OT
Roggli, Kurt W		PHIL	Swindle, Renee		ENGL

Adjunct/Overload Faculty
 2012 Spring Semester
 * Indicates Full-Time Faculty

FACULTY	FI Fac	COURSE	FACULTY	FI Fac	COURSE
Romero, Lisa C	*	NURS	Sytsma, Robin L	*	NUTR
Rotenberg, Sandra D	*	LIB	Tanaka, James H		PE
Rubenstein, Abigail J		ART	Taylor, Lauren M		ANTH
Rutaganira, Thomas F		MATH	Taylor, Mark	*	CIS
Ryan, Kelly		ENGL	Tedone, Diana C		LIB
Salmon, Raymond M		ART	Thomas, Gene M	*	BIO
Sanderson, Raymond P		WELD	Thomas, Lia S		LIB
Santiago, Maria E	*	CHEM	Thompson, Steven D		MUSC
Schmall, Calvin		MATH	Tolliver, Ella M		SOC
Schneider, Tracy L	*	ENGL	Tovar, Julie C		ENGL
Schouten, Jonathan W	*	ENGL	Tow, Larry		ACR
Schram, Stanley J		DRFT	Tsang, Tsze		CHEM
Schwarz, Bill F		CIS	Twitchell, Keith I		CJ
Scolari, Jennifer F		LIB	Urrutia, John T	*	CIS
Scott, Glenn P		MATH	Valch, Mary A		MATH
Scott, Joshua R	*	ENGL	Valentino, Rebecca A		THEA
Segal, Thomas		THEA	Valenzuela, Joe		CJ
Sengmany, Kheck	*	MATH	Villatoro, Barbara R		MATH
Vinet, Emile		TV			
Wade, Evan R		HIST			
Wadenius, Adam P		TV			
Wai, Newton Y		MATH			
Wallace, Joan L		COUN			
Watkins, Thomas D	*	BUS			
White, Diane M	*	HIST			
Whitesell, Janene C	*	SPCH			
Widemann, Danielle C	*	GEOG			
Williams, Darla R	*	PE			
Williams, Kenneth W		HORT			
Winistorfer, Richard		CJ			
Word, James M		BIO			
Wright, Richard A		ENGL			
Wuoltee, Christine L		NURS			
Wylie, Earl T	*	CIS			
Wyly, Michael J	*	ENGL			
Young, Maria Cristina		BIO			
Zidek, Albert F		PHOT			

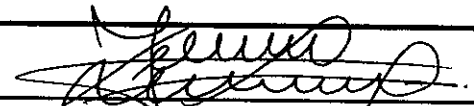
**SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Childhood Programs			
<u>Christy Speck, Responsible Manager</u>			
Rose Lauhtug	Present at FKCE Conference	3/15 – 3/18/12	Not to exceed \$ 780.00 total
Bret Stephenson	Present at FKCE Conference	3/15 – 3/18/12	Not to exceed \$ 1,200.00 total
Tony Yadon	Present at FKCE Conference	3/15 – 3/18/12	Not to exceed \$ 1,080.00 total
James Kagon	Present at FKCE Conference	3/15 – 3/18/12	Not to exceed \$ 1,500.00 total
Debbi Davis	Present at FKCE Conference	3/15 – 3/18/12	Not to exceed \$ 300.00 total
Cheryl Garnick	Present at FKCE Conference	3/15 – 3/18/12	Not to exceed \$ 2,800.00 total
Cheryl Garnick	Present/certify CPR and First Aid	2/15 – 2/17/12	Not to exceed \$ 1,540.00 total
Michael Sanders	Present at FKCE Conference	3/15 – 3/17/12	Not to exceed \$ 1,125.00 total

Yulian Ligioso
 Vice President, Finance & Administration


JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

February 3, 2012
Date Submitted

February 3, 2012
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
February 15, 2012
Page 2

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Childhood Programs			
<u>Christy Speck, Responsible Manager</u>			
Christine James Brown	Present at FKCE Conference	3/15 – 3/18/12	Not to exceed \$ 700.00 total
Vallejo Center			
<u>Jerry Kea, Responsible Manager</u>			
Julia May	Management of CTE Transitions grant program	3/1 – 6/30/12	Not to exceed \$ 31,020.00 total
<u>Admissions & Records</u>			
<u>Barbara Fountain, Responsible Manager</u>			
John Mullen	Review and evaluate district policy To maximize FTES yield	2/21 – 2/23/12	Not to exceed \$ 3,725.00 total

**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:

1/10/2012	Vendor Payment	11036676-11036811	\$401,056.09
1/10/2012	Vendor Payment	11036812-11036817	\$ 72,723.59
1/10/2012	Vendor Payment	11036818-11036819	\$ 5,639.21
		11036820 - Skipped	
1/11/2012	Vendor Payment	11036821-11036839	\$669,921.52
1/12/2012	Vendor Payment	11036840-11037034	\$ 36,773.11
1/19/2012	Vendor Payment	11037035-11037118	\$167,890.02
1/19/2012	Vendor Payment	11037119-11037139	\$267,324.24
1/19/2012	Vendor Payment	11037140-11037141	\$ 12,621.25
1/26/2012	Vendor Payment	11037142-11037169	\$172,014.51
1/27/2012	Vendor Payment	11037170-11037790	\$107,313.47
1/31/2012	Vendor Payment	11037791-11037791	\$ 789.21
1/31/2012	Vendor Payment	11037792-11037792	\$ 13,100.00
1/31/2012	Vendor Payment	11037793-11037916	\$551,000.70
			<u>\$2,478,166.92</u>

Copies of the Warrant Listings are available online at www.solano.edu under Governing Board Attachments and at the following locations: Office of the Superintendent-President, Office of the Vice President of Finance and Administration, and the Library.

Government Code: ECS 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$2,478,166.92

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
 Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

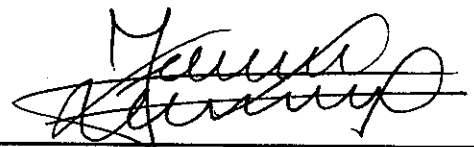
TELEPHONE NUMBER

Administration

ORGANIZATION

February 3, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

February 3, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND ST. HELENA CENTER FOR BEHAVIORAL
HEALTH, SOLANO

REQUESTED ACTION: APPROVAL

SUMMARY:

A renewal of the Clinical Experience Agreement between Solano Community College District and St. Helena Center for Behavioral Health, Solano, is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with a mental health site in which to practice.

The California Code of Regulations (CCR) for the Board of Registered Nursing, Section 1427, requires that, "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised as indicated.

Government Code: CCR Section 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ None

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Máire A. Morinec, Dean
School of Career Technical Education and Business

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000, Ext. 7155

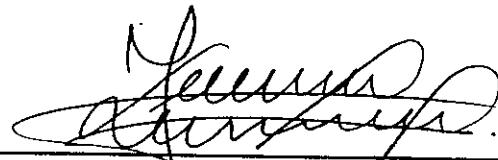
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 3, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **St. Helena Hospital Center for Behavioral Health, Solano** (hereafter known as *HOSPITAL*) located at **525 Oregon Street, Vallejo, California, 94590-3201** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534-3197** and is effective as of February 2, 2012.

RECITALS

- A. *HOSPITAL* owns and operates a 61 bed behavioral health facility (hereinafter referred to as "Facility").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *HOSPITAL*'s Facility through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.
- C. Faculty and appropriate facility staff will arrange for faculty and student orientations, and identify a process for ongoing communication between the facility and the school at the beginning of each clinical experience.
- D. Faculty and appropriate facility staff will annually review the appropriateness of the learning environment in relation to the program's written objectives.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HOSPITAL* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number, prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *HOSPITAL* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HOSPITAL* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HOSPITAL*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students assigned in groups at the *HOSPITAL*
- G. Health Policy. *SCHOOL* shall provide *HOSPITAL*, prior to a student's arrival at the *HOSPITAL*, with proof of immunity consistent with *HOSPITAL* employee health policy and notify the *HOSPITAL* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HOSPITAL* would be placed at risk if treated by a particular student, *HOSPITAL* reserves the right to refuse to allow such student to participate in the clinical experience at *HOSPITAL*
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
 - 1) Following the clinical and administrative policies, procedures, rules and regulations of *HOSPITAL*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.

- 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *HOSPITAL* and wearing name badges identifying themselves as students.
 - 7) Attending an orientation of *HOSPITAL* facilities provided by their instructors. Precepted students shall receive an orientation from the *HOSPITAL*.
 - 8) Providing services to the Hospital's patients under the direct supervision of a faculty provided by *SCHOOL* or Hospital-provided staff/preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HOSPITAL* harmless from all liability and responsibilities therefore.

3. HOSPITAL'S RESPONSIBILITIES

- A. Clinical Experience. *HOSPITAL* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HOSPITAL Designee. *HOSPITAL* shall designate a member of *HOSPITAL*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program, including orientation.
- C. Access to Facilities. *HOSPITAL* shall permit students enrolled in the Program access to *HOSPITAL* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HOSPITAL*. Facilities includes space for clinical conferences and access to *HOSPITAL*'s Medical Library.

- D. Withdrawal of Students. *HOSPITAL* may request *SCHOOL* to withdraw from the Program any student who *HOSPITAL* determines is not performing satisfactorily, or who refuses to follow *HOSPITAL*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HOSPITAL* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HOSPITAL* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *HOSPITAL* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HOSPITAL* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Staffing. *HOSPITAL* shall provide staff adequate in number and quality to insure safe and continuous health care services to patients. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the hospital.
- G. Supervision. In situations of single preceptorships/internships, *HOSPITAL* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HOSPITAL

It is expressly agreed and understood by *SCHOOL* and *HOSPITAL* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *HOSPITAL* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *HOSPITAL* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever

nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.

- B. *HOSPITAL* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *HOSPITAL*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *HOSPITAL* against liability arising from or incident to the use and operation of the *HOSPITAL* by the *SCHOOL*'s students and naming *HOSPITAL* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *HOSPITAL* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *HOSPITAL* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *HOSPITAL* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.

- 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of

transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the even of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HOSPITAL*:

Lynn Wallace
Director of Marketing and Business Development
St. Helena Hospital Center for Behavioral Health, Solano
525 Oregon Street
Vallejo, CA 94590-3201

Telephone (707) 649-4000
FAX (707) 649-4013

2. Notice to the *SCHOOL*:

Maire A Morinec MS, RN
Dean, School of Career Technical Education and Business
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197

Telephone: (707)864-7155
FAX: (707) 646-2090
Maire.morinec@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *HOSPITAL* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HOSPITAL*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from Hospital. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HOSPITAL* its Medical Staff and Medical Staff departments.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

HOSPITAL

SCHOOL

Solano College

By: _____

By: Jowel C. Laquerre Ph.D.

Title: _____

Title: Superintendent/President

Signature: _____

Signature: _____

Date: _____

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE AREAS FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE ELECTED AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A BY-TRUSTEE AREA ELECTION PROCESS, RESOLUTION NO. 11/12-20

REQUESTED ACTION: APPROVAL

SUMMARY:

Dr. Jowel Laguerre, Superintendent-President, will present the resolution of the Board of Trustees establishing trustee areas from which district governing boards will be elected and approving the election of such board members in a by-trustee area election process. *The new lines do not go into effect until the next election, November 2012.*

The Governing Board approved the redistricting efforts provided through the Community College League of California on December 7, 2011, and adopted the plan on January 18, 2012, after public forums were conducted on January 11, 2012. Solano Community College District hired the Community College League of California and Redistricting Partners to facilitate drawing new trustee areas that were in compliance with federal and state law. Redistricting is the process of drawing district lines. It is done every ten years after the release of the U.S. Census.

Approval of Resolution No. 11/12-20 will finalize the process for the election of board members in a by-trustee area election.

Government Code: 72036 Board Policy: 1008 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

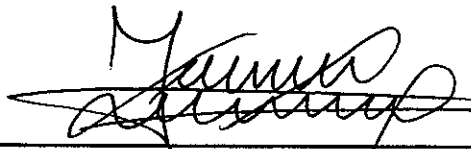
TELEPHONE NUMBER

Administration

ORGANIZATION

February 3, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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SOLANO COMMUNITY COLLEGE DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE AREAS
FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE ELECTED
AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A BY-
TRUSTEE AREA ELECTION PROCESS**

RESOLUTION NO. 11/12-20

WHEREAS, The Solano Community College District (“District”) currently uses an at-large process of electing its governing board members;

WHEREAS, At-large election processes such as the District’s are subject to challenge under the California Voting Rights Act of 2001, codified at sections 14025–14032 of the California Elections Code (“CVRA”);

WHEREAS, A by-trustee area election process is not vulnerable to challenge under the CVRA;

WHEREAS, In a by-trustee area election process, candidates for the District’s Governing Board of Trustees (the “Board”) must reside within a specific geographic subarea of the District called a “trustee area” and candidates are elected only by the voters of that trustee area;

WHEREAS, Education Code Section 72036 allows Community College Districts to transition from an at-large election process to a by-trustee area election process upon the adoption of a resolution by the District’s Board in support of transitioning to a by-trustee area election process and upon the approval of the Board of Governors of the California Community Colleges;

WHEREAS, District staff and consultants have prepared proposed trustee area plans and recommendations (the “Plans”) that the Board has considered;

WHEREAS, The Board has conducted public hearings on January 11, 2011, to receive public input and comment on the Plans;

WHEREAS, The Board has considered all such public input and comment on the Plans;

WHEREAS, The Board hereby adopts Plan 5, a copy of which is attached to this Resolution as Exhibit “A”, for use in the District’s next regularly scheduled governing board member election occurring in November 2012 in a by-trustee area election process;

WHEREAS, Each trustee area in Plan 5 contains substantially equal population utilizing the most recent decennial federal census data as required by Education Code section 72036;

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SOLANO COMMUNITY COLLEGE DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE AREAS
FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE ELECTED
AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A BY-
TRUSTEE AREA ELECTION PROCESS**

RESOLUTION NO. 11/12-20

(Continuing – Page 2)

WHEREAS, The trustee areas from which governing board members will be elected in November, 2012, are Areas 3, 5, and 7; and

WHEREAS, The trustee areas from which governing board members will be elected in the following governing board member election occurring in November 2012, are Areas 3, 5, and 7;

NOW THEREFORE, Be it resolved by the Governing Board of Trustees of the Solano Community College District as follows:

1. That the above recitals are true and correct.
2. That the Board hereby adopts Plan 5 for use in a by-trustee area election process commencing with the District's next regularly scheduled governing board member election occurring in November of 2012.
3. That the Chancellor and/or his/her designee take all actions necessary to obtain the approval of this change from the Board of Governors of the California Community Colleges and provide whatever information or assistance may be required by the Board of Governors to complete this process.

ADOPTED, SIGNED AND APPROVED, This 15th day of February 2012.

Rosemary Thurston, Trustee

President of the Governing Board for the Solano
Community College District

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SOLANO COMMUNITY COLLEGE DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT ESTABLISHING TRUSTEE
AREAS FROM WHICH DISTRICT GOVERNING BOARD MEMBERS WILL BE
ELECTED AND APPROVING THE ELECTION OF SUCH BOARD MEMBERS IN A
BY-TRUSTEE AREA ELECTION PROCESS**

RESOLUTION NO. 11/12-20

(Continuing – Page 3)

I, Jowel C. Laguerre, Secretary of the Governing Board of the Solano Community College District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 15th day of February 2012, and that it was so adopted by the following vote:

AYES:

NOES:

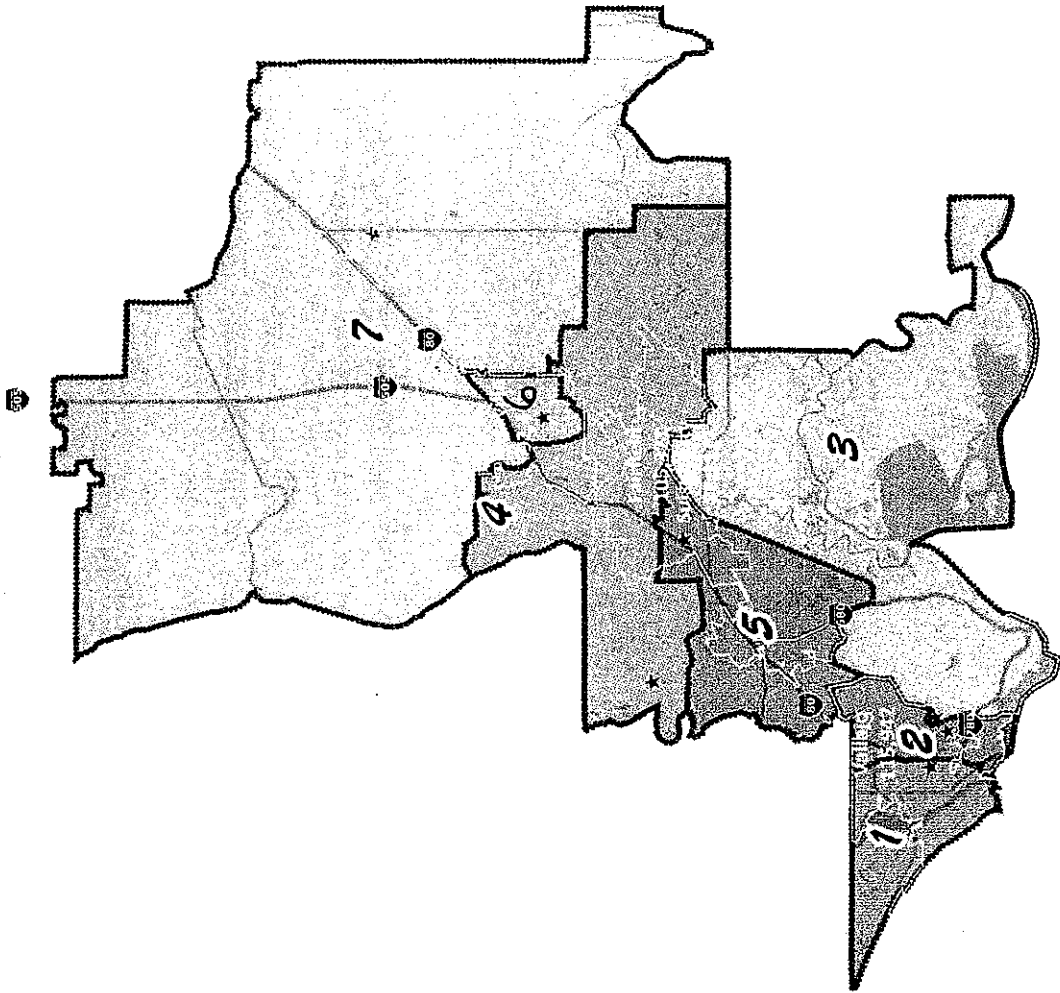
ABSTAIN:

ABSENT:

Jowel C. Laguerre, Ph.D.

Secretary of the Governing Board of the Solano
Community College District

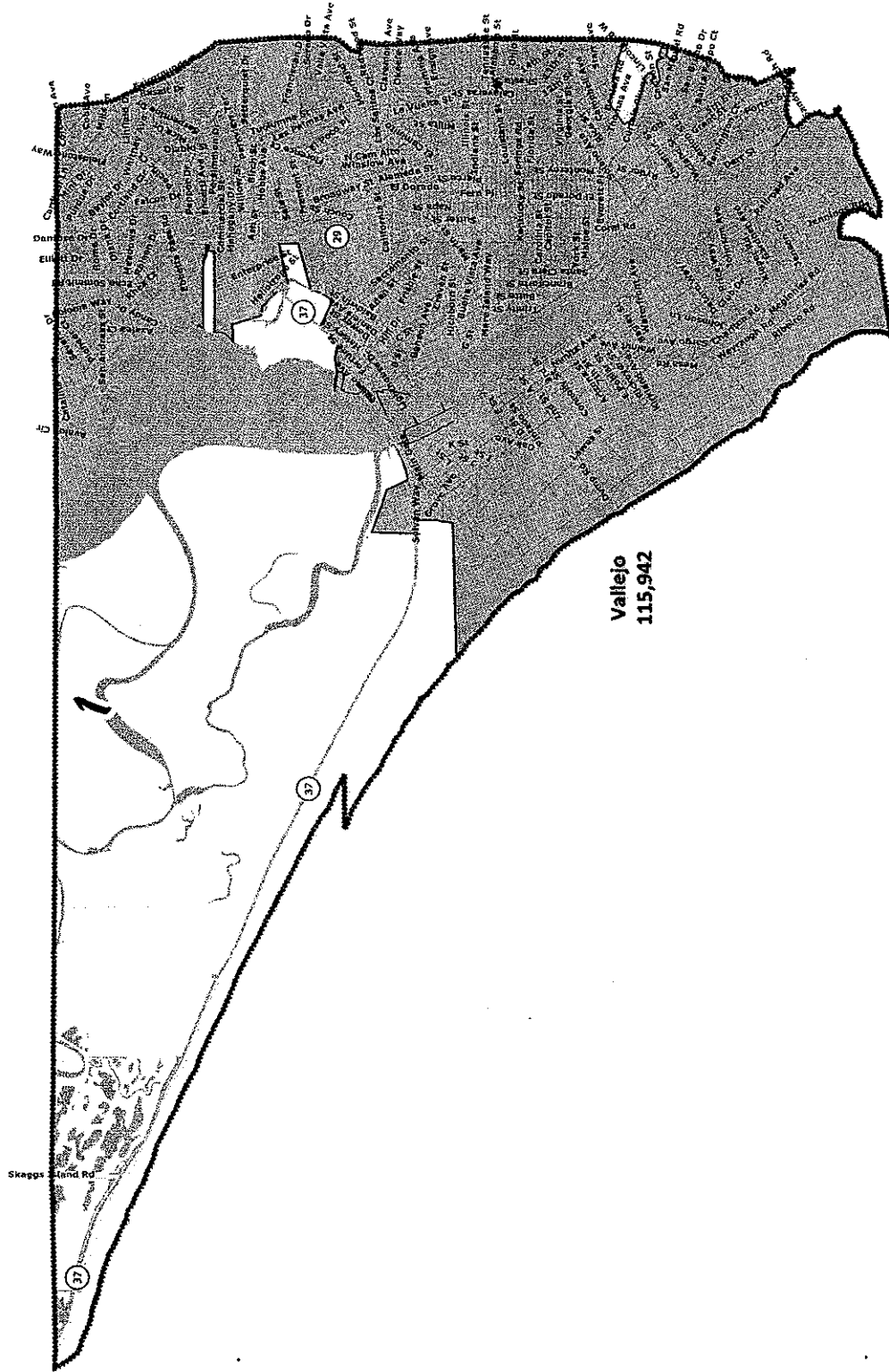
EXHIBIT "A"
REPORT ON TRUSTEE AREA PLAN 5





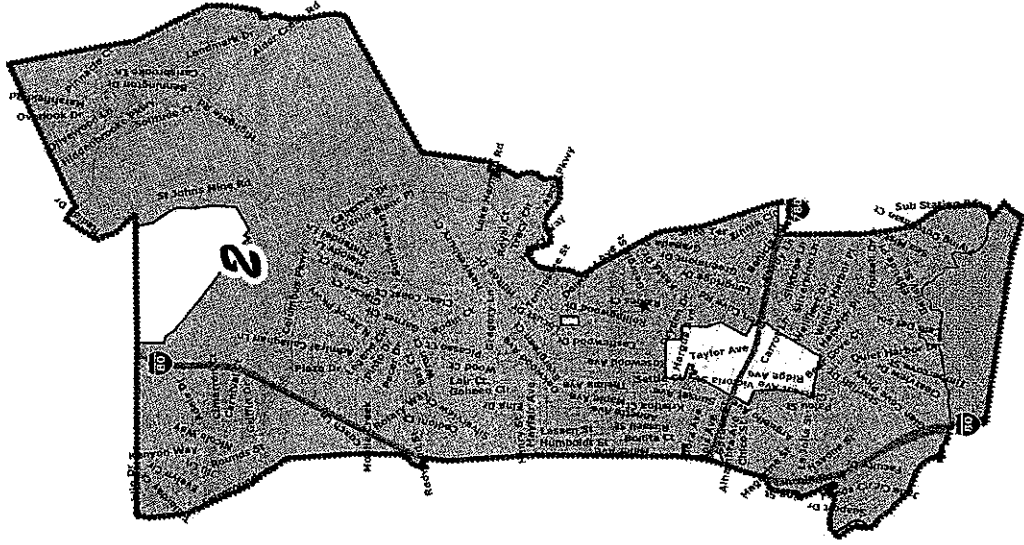
Community College
League of California

REDISTRICTING
PARTNERS

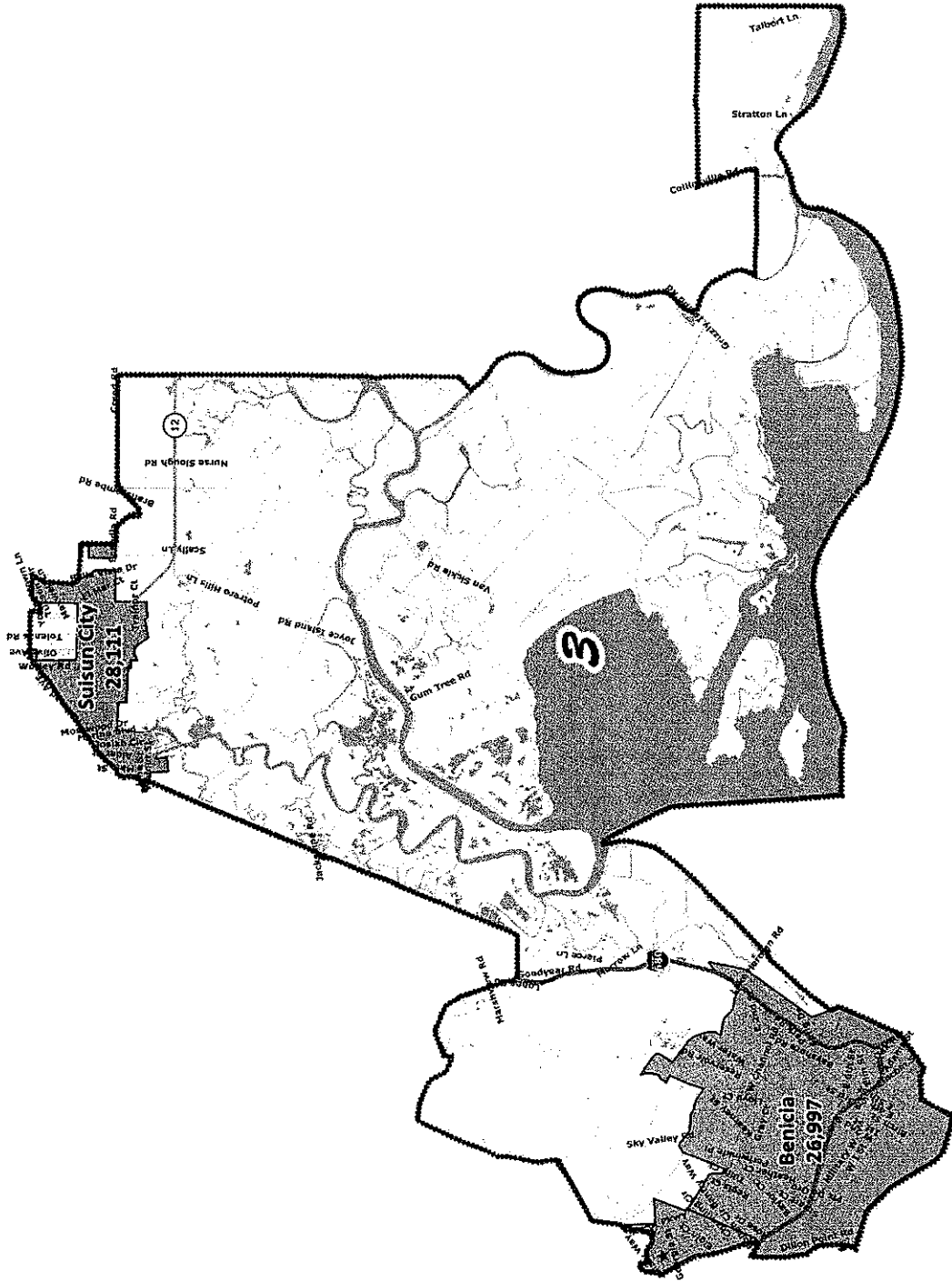


Vallejo
115,942

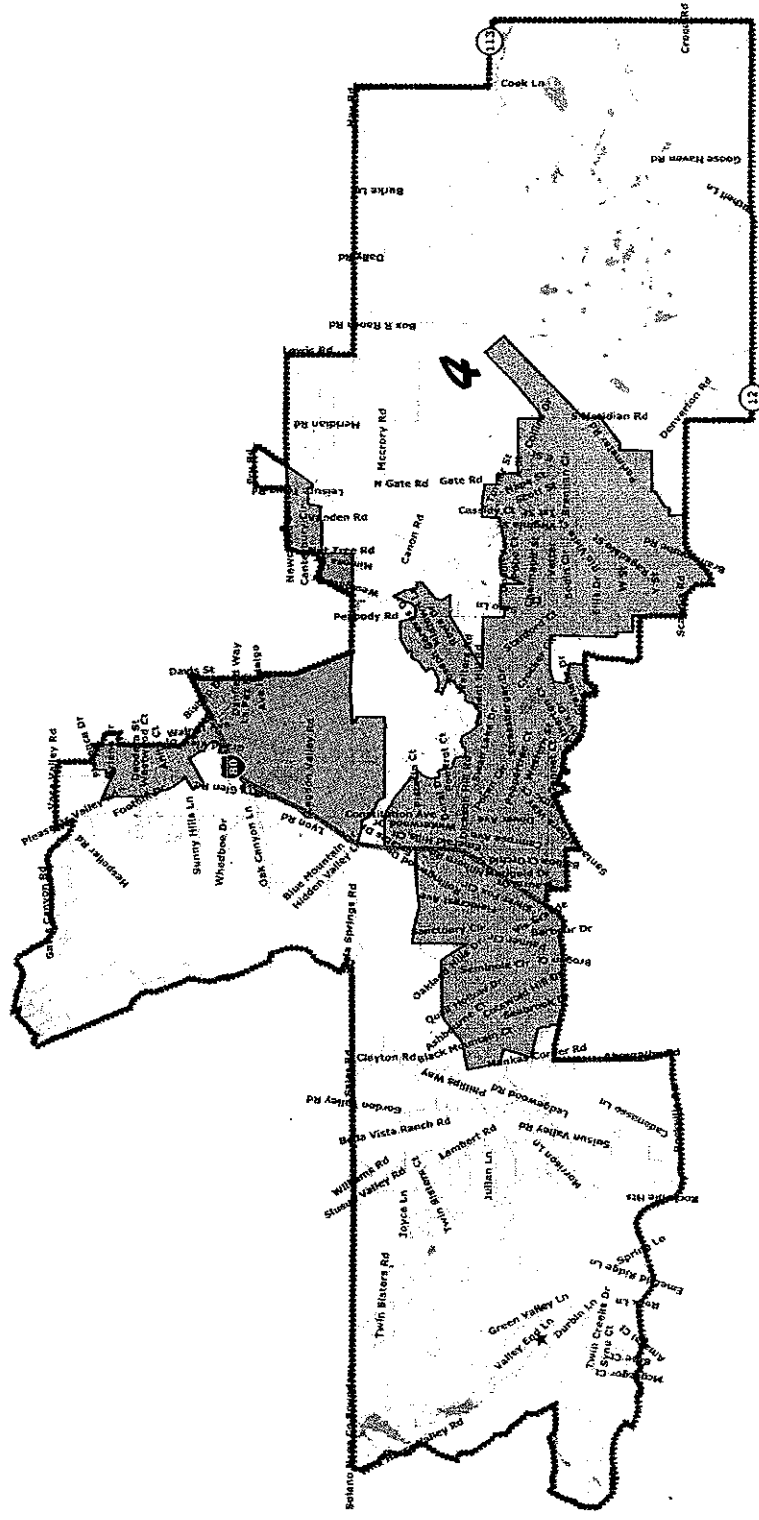
Field	Value
District	1
Population	58,781
Deviation	-202
% Deviation	-0.34%
Black	13,904
% Black	24%
IAP_African American	6,891
IAP_African American Asian	24%
% Asian	11,088
% Asian	19%
CVAP_Asian	6,178
% CVAP_Asian	17%
Hispanic Origin	16,447
% Hispanic or Latino	28%
AP_Hispanic or Latino	5,014
AP_Hispanic or Latino	14%



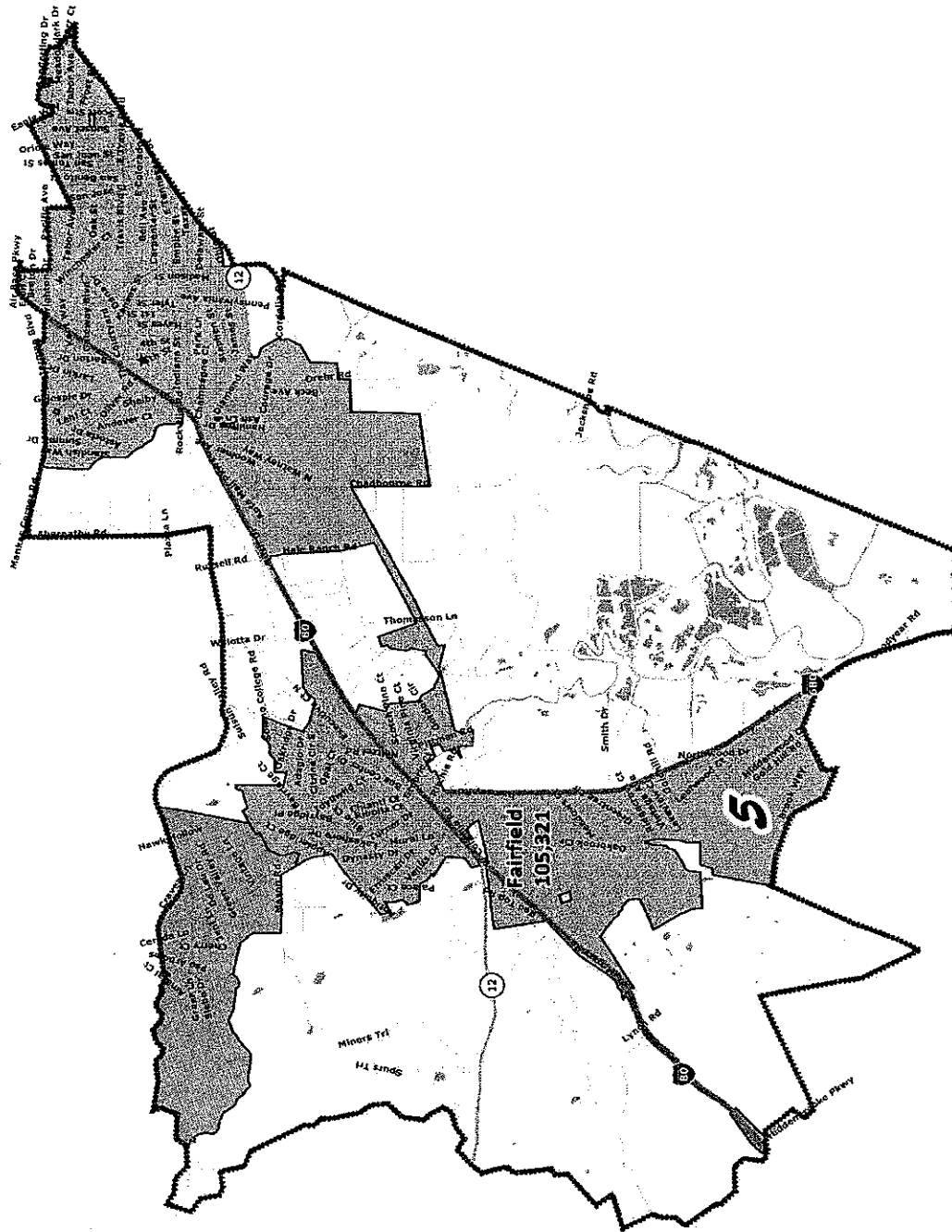
Field	Value
District	2
Population	66,109
Deviation	-2,974
% Deviation	-4.87%
Black	11,489
% Black	20%
% African American	8,281
/AP_African American	23%
/AP_African American: Asian	16,343
% Asian	29%
CVAP_Asian	10,216
% CVAP_Asian	25%
Hispanic Origin	10,332
% Hispanic Origin	18%
AP_Hispanic or Latino	3,754
AP_Hispanic or Latino	19%



Field	Value
District	3
Population	58,992
Deviation	1,008
% Deviation	1.71%
Black	7,872
% Black	13%
% African American	5,071
/AP_African American	15%
/AP_African American	10,242
Asian	17%
% Asian	5,805
CVAP_Asian	15%
% CVAP_Asian	16,648
Hispanic Origin	18%
% Hispanic or Latino	4,650
AP_Hispanic or Latino	12%



Field	Value
District	4
Population	60,884
Deviation	1,871
% Deviation	3.04%
Black	8,826
% Black	14%
% African American	7,131
/AP_African American	17%
Asian	9,897
% Asian	15%
CVAP_African	5,214
% CVAP_African	12%
Hispanic Origin	11,864
% Hispanic Origin	19%
AP_Hispanic or Latino	6,277
% AP_Hispanic or Latino	12%



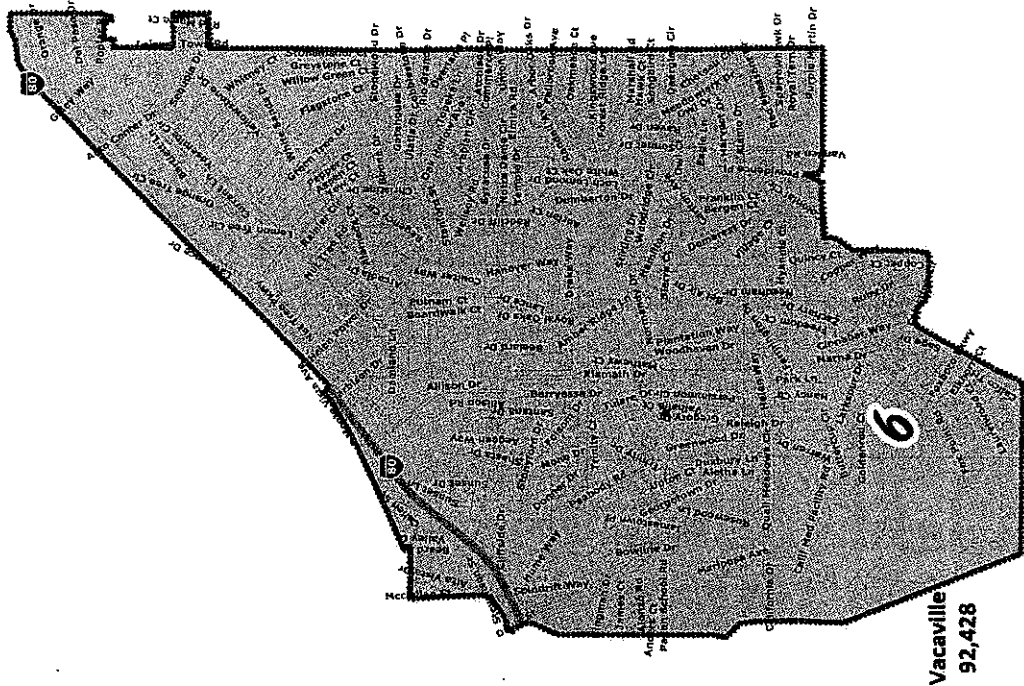
Field	Value
District	5
Population	88,471
Deviation	-488
% Deviation	0.83%
Black	8,098
% Black	18%
Black	8,872
/AP_African American	17%
/AP_African American	7,893
Asian	4,509
% Asian	13%
CVAP_African American	13%
% CVAP_African American	13%
Hispanic Origin	18,484
% Hispanic Origin	35%
AP_Hispanic or Latino	5,235
AP_Hispanic or Latino	18%

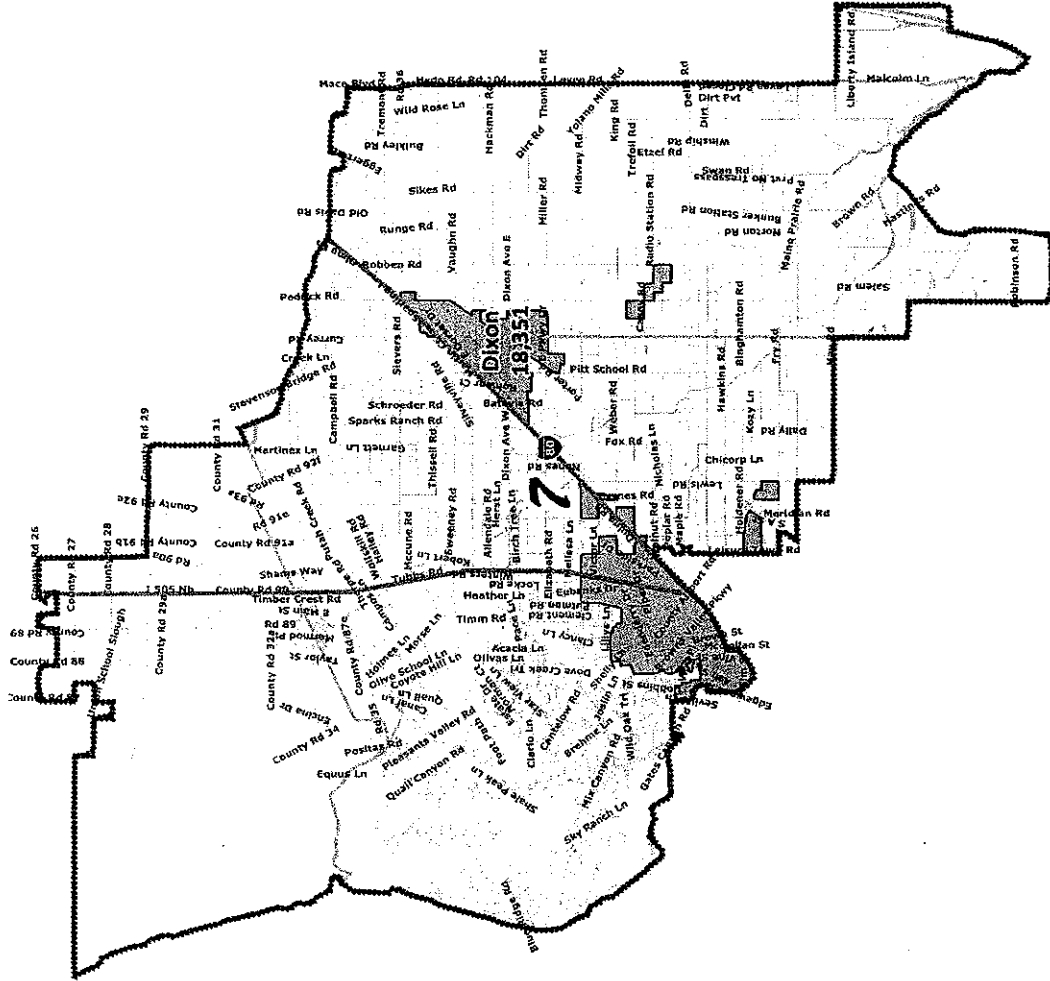


Community College
League of California

REDISTRICTING
PARTNERS

Field	Value
District	6
Population	58,618
% Deviation	-464
Black	-7.78%
% Black	7.60%
Black	13%
% Black	13%
(AP_African American	5,614
(AP_African American	13%
Asian	3,422
% Asian	8%
% Asian	8%
GVAP_Asian	1,792
% GVAP_Asian	4%
% GVAP_Asian	4%
Hispanic Origin	12,887
% Hispanic Origin	22%
% Hispanic Origin	22%
AP_Hispanic or Latino	5,360
AP_Hispanic or Latino	13%





Field	Value
District	7
Population	68,096
% Deviation	76
% Black	0.13%
% Black	2,000
% Black	3%
% African American	1,110
% African American	3%
% Asian	2,343
% Asian	4%
% CVAP_Asian	1,409
% CVAP_Asian	4%
% Hispanic Origin	20,445
% Hispanic Origin	33%
AP_Hispanic or Latino	7,461
AP_Hispanic or Latino	21%

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: BOARD VACANCY – AREA #2

REQUESTED ACTION: APPROVAL

SUMMARY:

The Solano Community College District was advised of the passing of Governing Board Trustee James M. Claffey, Area #2, on February 6, 2012.

Vacancies on the Board may be caused by any of the events specified in Government Code Section 1770, or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board shall be governed by Education Code Section 5090.

Within sixty (60) days of the vacancy or filing of a deferred resignation, the Board shall either order an election, or make a provisional appointment to fill the vacancy, (SCCD Board Policy 1013).

It is hereby recommended that the Board choose a provisional appointment because of cost constraints, subject to the conditions in Education Code Section 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for District Governing Board members, when the election shall be held to fill the vacancy for the remainder of the unexpired term. The provisional appointment will be made by a majority public vote of the Board members at a public meeting.

Government Code: GC Section 1770 Board Policy: 1013 Estimated Fiscal Impact: \$
EC Section 5090; EC Section 5091

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

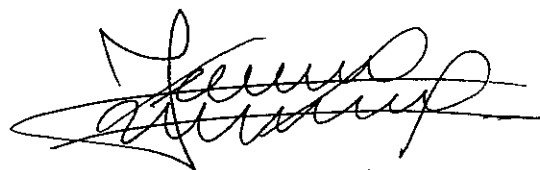
707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

February 6, 2012

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 6, 2012

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION TO APPOINT THE OFFICIAL PRIMARY AND ALTERNATE REPRESENTATIVE TO THE RETIREE HEALTH BENEFIT PROGRAM JOINT POWERS AGENCY (JPA), RESOLUTION NO. 11/12-21
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 11/12-21, resolution to appoint the official primary and alternate representative to the Retiree Health Benefit Program Joint Powers Agency (JPA). The District has been a member of the JPA since 2005 that is administered by the Community College League of California. The JPA was established by League and provides participating districts: (1) recommendations for the actuarial services required to properly calculate each district's annual post-employment benefit cost and accumulated liability every two years as required; (2) a trust arrangement for accumulating irrevocable benefit funds; and, (3) a professionally managed pooled investment program for accumulated benefit funds.

The designated primary representative is the Vice President of Finance & Administration, and the designated alternate is the Human Resources Manager.

Government Code: ECS 76140 Board Policy: 5070 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

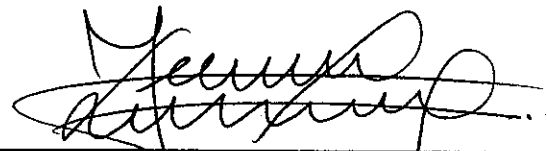
ADDRESS

707-864-7209

TELEPHONE NUMBER

Administration
ORGANIZATION

February 3, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPOINT THE OFFICIAL PRIMARY AND ALTERNATE
REPRESENTATIVE TO THE RETIREE HEALTH BENEFIT PROGRAM
JOINT POWERS AGENCY (JPA)**

RESOLUTION NO. 11/12- 21

WHEREAS, The Solano Community College District is a participating member of a Retiree Health Benefit Program Joint Powers Agency (JPA); and,

WHEREAS, From time to time there is a need to certify the appointment of representatives from the Solano Community College District to the Retiree Health Benefit Program JPA; now therefore be it

RESOLVED, That the Solano Community College District hereby appoints the Vice President of Finance & Administration to be the representative of the District to the Retiree Health Benefit Program JPA; be it further

RESOLVED, That the Solano Community College District appoints the Human Resources Manager to be the alternate representative of the District to the Retiree Health Benefit Program JPA.

PASSED AND ADOPTED This 15th day of February 2012, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ESTABLISHMENT OF THE NONRESIDENT TUITION FEE FOR ACADEMIC YEAR 2012-13, RESOLUTION NO. 11/12-22

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 11/12-22, Establishment of the Nonresident Tuition Fee for AY 2012-13. The 2011-12 current nonresident tuition fee is \$197.00 per unit. Per Education Code Section 76140, the Governing Board must adopt a nonresident tuition fee before February 1 of each year.

The Board may adopt one of several rates: (1) District current expense of education per unit of FTES; (2) statewide average cost; (3) District average cost with 10% or more noncredit FTES; (4) rates of contiguous districts; (5) no more than District average cost – no less than statewide average cost; (6) highest years statewide average tuition rate, or (7) no more than 12 comparable states' average tuition.

It is recommended that the District's 2012-13 nonresident tuition fee be established at \$189.00 per unit, which is the District's current expense of education per unit of FTES. Resolution No. 11/12 – 22 is attached, along with the 2012-13 Nonresident Fees Worksheet.

Government Code: ECS 76140 Board Policy: 5070 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

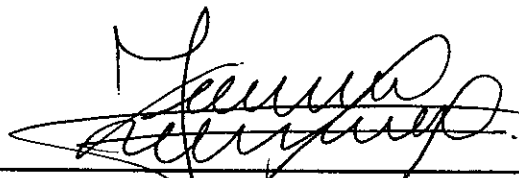
TELEPHONE NUMBER

Administration

ORGANIZATION

February 3, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**ESTABLISHMENT OF NONRESIDENT TUITION FEE
FOR ACADEMIC YEAR 2012-13**

RESOLUTION NO. 11/12-22

TO COMPLY WITH REQUIREMENTS OF EDUCATION CODE SECTION 76140

WHEREAS, Such tuition fee may be based upon (a) the local district's current expense of education per unit of Full Time Equivalent Student (FTES); (b) the statewide average rate per unit of FTES; (c) district average cost with 10% or more noncredit FTES; (d) the highest rate of a contiguous district; (e) any rate within a range that is not more than the District's current expense of education per FTES and not less than the statewide average; (f) highest years statewide average tuition; or (g) no more than 12 comparable states' average tuition; and

WHEREAS, Education Code Section 76140 mandates that the proposed tuition fee be decreased by the United States Consumer Price Index (U.S.C.P.I.) for two fiscal years, as determined by the Department of Finance, State of California, which results in a factor of 1.038; now therefore be it

RESOLVED, That the District nonresident tuition fee for the academic year 2012-13, beginning with the summer session, be established at \$189.00 per unit based on the local district's current expense of education per unit of Full Time Equivalent Student (FTES).

PASSED AND ADOPTED This 15th day of February 2012, by the Governing Board of Solano Community College District.

ROSEMARY THURSTON, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

California Community Colleges

2012-13 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2012-13 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2010-11 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$6,582,664,734	\$51,280,398	\$ _____
B. Annual Attendance FTES (Recal 2010-11)	1,276,020	9,397.96	_____
C. Average Expense of Education per FTES (A ÷ B)	\$5,159	\$5,457	\$ _____
D. U.S. Consumer Price Index Factor (2 years)	x 1.038	x 1.038	x 1.038
E. Average Cost per FTES for Tuition Year (C x D)	\$5,355	\$5,664	\$ _____
F. Average Per Unit Nonresident Cost – Semester (Qtr)	\$179 (\$119)	\$189	\$ _____
G. Statewide average – Semester (Qtr)	\$190 (\$127)	\$190	\$ _____
H. Comparable 12 state average – Semester (Qtr)	\$331 (\$221)	\$331	\$ _____

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2007-08 through 2012-13 is \$190 per semester unit or \$127 per quarter unit (2009-10).

Option 7. The average of the nonresident tuition fees of public community colleges in 2010-11 of no less than 12 states comparable to California in cost of living is \$331 per semester unit or \$221 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue (2009-10).
- Actual resident FTES was greater than funded resident FTES (2009-10).
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3) (2009-10)
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3) (2009-10).

Continue to next page ►

► Continued from previous page

The district governing board at its _____, 20____ meeting adopted a **nonresident tuition fee** of \$ _____ per semester unit or \$ _____ per quarter unit.

Basis for adoption is (*place an X in one box only*).

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | 1. Statewide average cost, per column 1. |
| <input checked="" type="checkbox"/> | 2. District average cost, per column 2. |
| <input type="checkbox"/> | 3. District average cost with 10% or more noncredit FTES, per column 3. |
| <input type="checkbox"/> | 4. Contiguous district. _____ (<i>Specify district and its fee</i>). |
| <input type="checkbox"/> | 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost. |
| <input type="checkbox"/> | 6. Statewide average cost, from 2009-10 (\$190 per semester unit; \$127 per quarter unit). |
| <input type="checkbox"/> | 7. No more than average tuition of 12 states with cost of living comparable to California. |

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to any nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2010-11 \$ _____
- b. FTES for 2010-11 _____
- c. Capital outlay expense per FTES (*line a divided by line b*) _____
- d. Capital Outlay Fee per unit:
 - 1. Per semester unit (*line c divided by 30 units*) _____

OR

- 2. Per quarter unit (*line c divided by 45 units*) _____
- e. 2012-13 Nonresident Student Capital Outlay Fee (*the lesser of line d OR 50% of adopted 2010-11 Nonresident Tuition Fee*) _____

The district governing board at its **February 15th** _____, 2012__ meeting adopted a **nonresident capital tuition fee** of \$ **189.00** per semester unit or \$ **n/a** per quarter unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2012, please submit a copy of this report by February 15, 2012 to:

California Community Colleges Chancellor's Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057

District Solano Community College District
Contact Person Yulian Ligioso
Phone Number & email 7078647209 yulian.ligioso@solano.edu

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION IN SUPPORT OF THE ORDINANCE
EXTENDING A TRANSACTIONS AND USE TAX FOR
COUNTYWIDE LIBRARY PROGRAMS THAT HAS BEEN
PLACED ON THE JUNE 5, 2012 BALLOT, RESOLUTION
NO. 11/12-23

REQUESTED ACTION: APPROVAL

SUMMARY:

The Solano Community College Board of Trustees finds that the public library systems in Solano County provide unique and valued cultural and educational services to their citizens.

The Solano County Board of Supervisors have placed a measure (Measure L) on the June 5, 2012, ballot to extend the existing transactions and use tax at the rate of 0.125% for 16 years in Solano County, commencing October 1, 2014, with revenues dedicated only for funding public library operations, programs and acquisitions within the county.

An independent citizens' oversight committee will ensure that the funds are only spent on library operations, programs and acquisitions in these Solano County public library systems. The Solano Community College Board of Trustees supports the extension of this transaction and use tax to provide local library funding to prevent library closures.

Government Code N/A Board Policy N/A Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

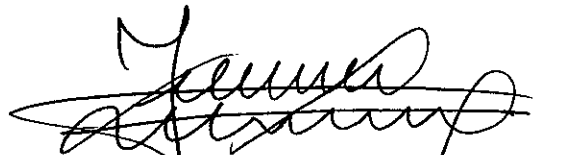
Yulian Ligioso, Vice President
Finance & Administration
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707 864-7209
TELEPHONE NUMBER

Administration
ORGANIZATION

February 3, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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**RESOLUTION IN SUPPORT OF THE ORDINANCE EXTENDING A
TRANSACTIONS AND USE TAX FOR COUNTYWIDE LIBRARY PROGRAMS
THAT HAS BEEN PLACED ON THE JUNE 5, 2012 BALLOT**

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RESOLUTION NO. 11/12-23

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WHEREAS, The Solano Community College Board of Trustees finds that the public library systems in Solano County provide unique and valued cultural and educational services to their citizens;

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WHEREAS, In 1997 the Solano County Board of Supervisors approved Ordinance No. 1551, which placed Measure B on the June 2, 1998 ballot to impose a transactions and use tax at a rate of one-eighth of one percent (0.125%) for a 16-year period as authorized by law, for the restoration of dramatically reduced library programs and operations in the public libraries throughout the County, due to the State of California's shifting away of local property tax dollars;

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WHEREAS, The voters approved Measure B on June 2, 1998 by more than a two-thirds vote;

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WHEREAS, This funding can and is only being used for public library operations, programs and acquisitions and it expires on October 1, 2014;

WHEREAS, This funding supports the public library systems in the county which include the Solano County Library, serving the cities of Fairfield, Rio Vista, Suisun City, Vallejo and Vacaville, through an agreement with Vacaville Unified School District Library District and the unincorporated area of the county with eight branch libraries, the Benicia Public Library, a stand-alone facility and the Dixon Public Library District, also a stand-alone facility;

WHEREAS, These library systems have kept the promises made in the 1998 Measure B campaign to restore hours, purchase more books and materials (e.g. CDs, DVDs and magazines and newspapers) and increase children's programs in the years since Ordinance No. 1551 was approved, while continually finding ways to streamline and increase the ease of use for their customers through technology, partnerships and other measures;

WHEREAS, Solano County Library (SCL) increased its hours from 204 hours per week in 1997 to the current 448 hours per week in 2011 or 120%;

WHEREAS, SCL increased its book and materials budget from \$432,000 in 1997 to \$1,026,000 to 2011 or 138%;

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION IN SUPPORT OF THE ORDINANCE EXTENDING A
TRANSACTIONS AND USE TAX FOR COUNTYWIDE LIBRARY PROGRAMS
THAT HAS BEEN PLACED ON THE JUNE 5, 2012 BALLOT**

RESOLUTION NO. 11/12-23

(Continuing – Page 2)

WHEREAS, SCL expanded its children's programs from 878 in 1997 to 2,562 in 2011 or 192%;

WHEREAS, Public usage increased dramatically from 1,270,000 visits in 1997 to 2,042,000 visits in 2011 or 61% as residents use the library for homework assistance, job searches, filing for unemployment, home remodeling and many other educational and informational needs, attend children's reading programs such as pre-school story time and Summer Reading Program, and access literacy programs;

WHEREAS, Despite the economic downturn of the last three years, SCL maintained service to the public while reducing 20% of the staff, even as usage has continued to grow;

WHEREAS, This transactions and use tax funding equals \$5.2 million or 22% of Solano County Library's annual operations budget and without it, the Library faces branch closures, reductions in hours, books and materials, computer and database resources, children, teen, adult and senior programs and literacy services;

WHEREAS, The Benicia Public Library (Benicia) increased its hours from 48 hours in the summer months and 52 hours per week during the school year in 1997 to the current 62 hours per week in 2011 or 19%;

WHEREAS, Benicia increased its book and materials budget from \$61,000 in 1997 to the current \$138,400 in 2011 or 127%;

WHEREAS, Benicia expanded its children's programs from 144 in 1997 to 360 in 2011 or 150%;

WHEREAS, Benicia experienced heavy usage both pre- and post- Measure B, and has maintained a steady patronage of approximately 230,000 visits annually over the past 14 years as residents search for information on a variety of topics, participate in literacy programs and attend children's reading programs;

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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**RESOLUTION IN SUPPORT OF THE ORDINANCE EXTENDING A
TRANSACTIONS AND USE TAX FOR COUNTYWIDE LIBRARY PROGRAMS
THAT HAS BEEN PLACED ON THE JUNE 5, 2012 BALLOT**

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RESOLUTION NO. 11/12-23

(Continuing – Page 3)

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WHEREAS, Benicia reduced its employee staffing levels by 24% over the past 5 years in response to budget reductions while experiencing a 12% increase in the number of items circulated from the library;

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WHEREAS, This funding represents \$600,000 or 30% of Benicia's annual operations budget and without it, the Library faces a reduction in open hours to the public, fewer programs for children, teen and adults, and a reduction in the number of fiction and non-fiction items purchased by the library;

WHEREAS, The Dixon Public Library District (Dixon) increased its hours from 27 hours per week in 1997 to the current 50 hours per week in 2011 or 85%;

WHEREAS, Dixon increased its book and materials budget from \$30,000 in 1997 to \$82,000 in 2011 or 173%;

WHEREAS, Dixon expanded its children's programs from 31 in 1997 to 100 in 2011 or 222%;

WHEREAS, Dixon experienced increases in library visits from 29,000 in 1997 to 90,000 visits in 2011 or 210% as residents search for information on a variety of topics, and participate in children's reading programs and other activities;

WHEREAS, Dixon reduced staff and its materials budgets and other program and operating expenses by \$225,000 or 20% over the last three years even as usage has continued to grow;

WHEREAS, This funding represents \$500,000 or 55% of Dixon's annual operations budget and without it, the Library faces a steep reduction of hours, loss of librarians and other staff, reduced availability of computers and online resources and a sharp decrease in the purchase of library books and materials which will greatly impact the community;

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

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**RESOLUTION IN SUPPORT OF THE ORDINANCE EXTENDING A
TRANSACTIONS AND USE TAX FOR COUNTYWIDE LIBRARY PROGRAMS
THAT HAS BEEN PLACED ON THE JUNE 5, 2012 BALLOT**

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RESOLUTION NO. 11/12-23

(Continuing – Page 4)

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WHEREAS, The Solano County Library, Benicia Public Library and Dixon Public Library District need to maintain this dedicated source of funding to prevent library closures, help preserve book and materials budgets as well as computer and database resources and provide programs for children, teens, adults, seniors and literacy learners;

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WHEREAS, The Solano County Board of Supervisors have placed a measure (Measure L) on the June 5, 2012 ballot to extend the existing transactions and use tax at the rate of 0.125% for 16 years in Solano County, commencing October 1, 2014, with revenues dedicated only for funding public library operations, programs and acquisitions within the county; and,

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WHEREAS, An independent citizens' oversight committee will ensure that the funds are only spent on library operations, programs and acquisitions in these Solano County public library systems, now therefore be it

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RESOLVED, The Solano Community College Board of Trustees supports the extension of this transactions and use tax to provide local library funding to prevent library closures; maintain collections of books, databases, and other materials; preserve library hours and children, teen, adult, senior programs, including computer training, homework help, family literacy and children's story times.

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PASSED AND ADOPTED This 15th day of February 2012, by the Governing Board of Solano Community College District.

ROSEMARY THURSTON, PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: BOARD ACCEPTANCE OF DISTRICT'S 2010-11
FINANCIAL AUDIT REPORT

REQUESTED ACTION: ACCEPTANCE OF AUDIT

SUMMARY:

The Governing Board is required to provide for an independent audit of the District's financial statements and to evaluate the management controls.

Vavrinek, Trine, Day & Company LLP, Certified Public Accountants, has been engaged to conduct the District's annual audit for Fiscal Year 2010-11.

The Board's Audit Committee met to review and discuss the report with District staff and the representative from Vavrinek, Trine, Day & Company LLP.

At this time, District staff requests acceptance of the District Independent Audit Report for Fiscal Year 2010-11. The audit report is provided to the Board under separate cover.

Government Code: Board Policy: 3070 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7209

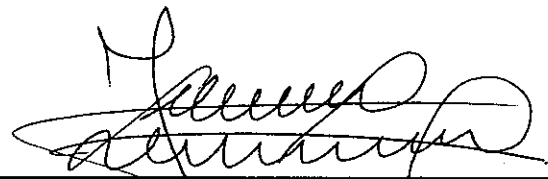
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Administration

ORGANIZATION

February 3, 2012

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: PROPOSED AGREEMENT WITH RON COX FINANCIAL CONSULTING

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to contract with Ron Cox Financial Consulting, a specialized California Community College financial consultant. The Consultant will assist the Superintendent-President and the Vice President of Finance and Administration with financial accounting, budgetary, reporting, and related matters as requested. The agreement is through June 30, 2012. Total contract amount is not to exceed \$36,000.

A copy of the agreement is attached.

*Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$36,000
 General Fund*

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

Yulian I. Ligioso, Vice President
 Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

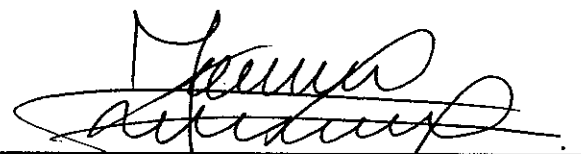
TELEPHONE NUMBER

Administration

ORGANIZATION

February 3, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
 Superintendent-President

February 3, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

Ron Cox
Financial Consulting

FINANCIAL SERVICES AGREEMENT

This Agreement is made by and between Ron Cox, Financial Consultant, herein after "Consultant" and Solano Community College District, herein after "District."

WHEREAS, Consultant provides certain financial consulting services to California Community College Districts; and

WHEREAS, District desires financial consulting services be provide as hereinafter set forth in Appendix A; and

WHEREAS, the District has requested consultant provide these services for the compensation set forth in Article 4;

NOW, THEREFORE, in consideration of the promises and of the covenants herein contained, the parties hereto agree as follows:

ARTICLE 1
TERM OF CONTRACT

Section 1.01. This Agreement shall be effective on February 1, 2012, and will continue in effect until June 30, 2012, unless terminated in accordance with the provisions of Section 1.02 of this Agreement.

Section 1.02. This agreement may be terminated by either party, without cause, upon ten (10) days written notice to the other party or immediately if the parties so jointly agree. Termination shall in no way relieve either party of the duties of confidentiality incurred prior to such termination or those intended to survive the termination of this Agreement. Upon termination of this Agreement, each party shall assist the other party in the orderly termination of this Agreement as may be necessary for the non-disrupted business continuation of each party.

ARTICLE 2
INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venture or partner of District engaged for the purpose of providing temporary independent consulting services for management. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee.

Section 2.02. The Consultant is a self-employed independent contractor. District shall not be responsible for the payment of any unemployment insurance, Workers'

Compensation Insurance, Social Security or Medicare taxes, or collection of federal or state income tax withholding for or on behalf of the Consultant.

Section 2.03. Any and all requests by District for specific assistance from Consultant shall be consistent with, and conform to the requirements of law. The Superintendent-President or designee, will discharge those duties and exercise powers of District, and in that capacity the Superintendent-President or designee, shall coordinate efforts to ensure the orderly and consistent administration/performance of this agreement. District assumes the responsibility to ensure that a lawful independent contractor relationship is maintained.

ARTICLE 3 **SERVICES TO BE PERFORMED BY CONSULTANT**

Section 3.01. Consultant agrees to provide consulting services to District as described in Appendix "A".

Section 3.02. The services of the Consultant specifically do not include the evaluation, hiring, firing, discipline, or supervision of any District personnel. The Consultant shall not process any employee grievances in the course of fulfilling this Agreement, nor sign any official District documents, or perform any functions considered "creditable service" by the California Public Employee Retirement System.

Section 3.03. Consultant will determine the details and means of performing the above-described services

ARTICLE 4 **COMPENSATION FOR SERVICES**

Section 4.01. District shall pay Consultant for services rendered at the rate of ninety dollars (\$90.00) per hour for all hours of service. Invoices shall be rendered monthly for each month of the agreement supported by time accounting reports showing dates, times and description of services.

Section 4.02. Invoices are due and payable when rendered and are overdue after thirty (30) days.

Section 4.03. Fees under this contract shall not exceed \$36,000.00 without the written agreement of both parties.

Section 4.04. No travel costs incurred by Consultant for campus visits shall be reimbursed. Travel hours one way shall be added to monthly chargeable hours for requested campus visits beyond one per month. If District should request that Consultant attend a special event, District shall reimburse Consultant for necessary transportation, meals, lodging, and registration fees in accordance with District Policy and Regulation.

ARTICLE 5
INDEMNIFICATION AND CLAIMS

Section 5.01. To the extent allowed by law, Consultant and District, shall each defend, indemnify and save harmless the other and its Board of Trustees, members, officers, and employees against any and all claims, actions, liabilities and losses, by whomever asserted, for acts, errors or omissions on the part of their respective members, officers, agents, students or employees arising out of any activities in the performance of this Agreement, provided however, that either party shall be given sufficient notice to enable it to participate and conduct an appropriate defense of any claims made.

Section 5.02. If a dispute arises out of or relates to this Agreement or the breach hereof and if the dispute cannot be settled by negotiations, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties will split the costs of mediation equally. If either party determines that mediation has been unsuccessful, the dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any courts having jurisdiction thereof. The arbitration shall be held in Solano County, California, unless the parties mutually agree in writing to a different location. The case shall be heard and decided by a single arbitrator, who shall render a reasoned award setting forth the legal, contractual and technical basis thereof.

ARTICLE 6
SERVICE OF PROCESS

Any notices required by this Agreement or arising here under shall be in writing and shall be served personally on Consultant or on an officer or managing employee of District, or sent by certified mail, return receipt request, to the following addresses, or such other addresses as the respective parties may hereafter designate in writing:

To Consultant

Ron Cox
Financial Consultant
8800 Blue Slide Road
Ferndale, CA 95536

To District

Yulian Ligioso
Vice President, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

ARTICLE 7
MISCELLANEOUS

Section 7.01. The paragraph captions used in this Agreement are for convenience only and are not to be construed as part of this Agreement or to have any effect on the construction or terms of any part of this agreement. For purposes of Rules of

Construction, the parties agree that this is a negotiated contract containing input from both parties.

Section 7.02. This instrument contains the entire agreement of the parties as to its subject matter. This agreement may not be amended or modified except in writing executed by the signatories below.

Section 7.03. The failure of either Consultant or District to insist, in any one or more instances, upon performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder for the future performance of any such term or condition, but all the obligations hereunder shall continue in full force and effect notwithstanding any such failure.

Section 7.04. This agreement shall be construed as being severable, and the illegality or unenforceability of any phrase, clause, sentence, term, provision or paragraph of this Agreement shall not affect any other phrase, clause, sentence, term, provision or paragraph contained herein and this Agreement shall be construed in all respects as if such phrase, clause, sentence, term, provision or paragraph were omitted here from.

CONSULTANT

By: _____

Date Signed: _____

DISTRICT

By: _____

Date Signed: _____

Ron Cox
Financial Consulting

FINANCIAL SERVICES AGREEMENT

APPENDIX "A"

Contract with
Solano Community College District

Contractor will use his professional skill and California Community College finance experience to assist the Superintendent/President, District's administration, and any consultants engaged by the District with financial accounting, budgetary, reporting, and related matters as requested. Services will be rendered both remotely and on campus as needed. These matters may include, but are not restricted to the following:

1. Assisting management with general mentoring, training, and support to Fiscal Services staff with special emphasis on staff members taking on new responsibilities.
2. Train and assist staff with Banner data extraction and analysis, access, security, account code maintenance and coding issues.
3. Assist in identifying accounts and amounts in the financial records and reports needing further review.
4. Internal and external financial reporting and budget development, as requested.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED AGREEMENT WITH SCHOOL FACILITY SOLUTIONS
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for an agreement with School Facility Solutions (SFS) to engage the services of David V. Froehlich, an experienced educational facilities, operations and bond management professional, who will serve as Consultant to the Maintenance and Operations Department, effective February 6, 2012 through May 31, 2012, or until the permanent position of Director of Facilities is filled, whichever is sooner.

Attached is a copy of the agreement.

Government Code: *Board Policy:* *Estimated Fiscal Impact: \$ Not to exceed \$36,500*
General Fund: \$18,250
Measure G Funds: \$18,250

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

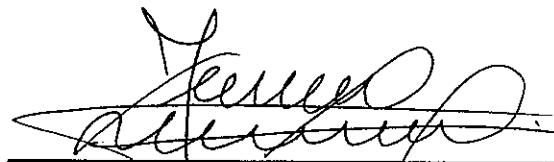
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

February 3, 2012
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SERVICES AGREEMENT BETWEEN
SCHOOL FACILITY SOLUTIONS
and
SOLANO COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is made effective on **February 6, 2012**, and is made by and between **School Facility Solutions**, hereafter called "Consultant," and the **Solano Community College District**, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding maintenance & operations management, facilities construction and modernization, bond program management, and like matters, as provided in this Agreement.
- B. The Consultant will provide staff who is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.
- C. The District has expressed an interest in having the above staff member be David Froehlich, in order to provide continuity in leadership and management. The consultant agrees to provide Mr. Froehlich.

Accordingly, the parties agree with the above and as follows:

- A. **Scope:** In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

An experienced individual providing Maintenance and Operations Department leadership/management, as well as bond program management for the duration of the agreement.

Excluded: The services of the Consultant specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. District staff members will be identified for those functions.

- B. **Duration:** The Consultant will commence providing services under this Agreement on or about **February 6, 2012**, through **May 31, 2012 or until the position is filled, whichever is sooner**. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District in writing.
- C. **Independent Contractor:** The Consultant is an independent contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.
- D. **Items Furnished:** The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement, except as follows: The District will provide an office area with a phone and meeting room, as well as a copier, a PC, Fax machine, emergency contact phone If

desired), and a normal supply of day-to-day office supplies and materials. Unusual items of nominal expense (printer cartridges, presentation materials, etc.) may be purchased by the consultant as needed, and the consultant will be reimbursed by the District for those purchases. Each party shall cooperate with the other party.

- E. **Fees:** Fee for services has been calculated at the Consultant's 50% discounted rate of \$62.50/hr., for any and all services satisfactorily rendered during the above referenced term, inclusive of all expenses, supplies and materials pursuant to this Agreement will not exceed \$36,500. Billing/invoice for services will be submitted on/about the 20th of each month worked, and will consist of a request for payment for the previous month's fee, at the agreed above rate of \$62.50/hr. Payment shall be made to the Consultant within ten (10) days after receipt of an invoice. It is the sole obligation of the Consultant to ensure that the requested fee does not exceed the total contract amount authorized under this Agreement, unless written District approval is obtained in advance.
- F. **Property:** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
- G. **Termination:** With ten (10) business day's written notice, either the District or the Consultant may at any time and for any reason terminate this Agreement and the District will compensate Consultant only for services satisfactorily rendered up to the date that work ceases. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Within ten (10) business days after work ceases, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
- H. **Indemnification/Records:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made and every liability or loss, damage, or expense of any nature, including but not limited to attorney fees arising out of or resulting from the Consultant performance of this agreement, which are not caused by District negligence, willful misconduct or lack of good faith.

District agrees to indemnify and hold harmless the Consultant and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney fees arising out of or resulting from the District performance of this agreement, which are not caused by Consultant negligence, willful misconduct or lack of good faith.

The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours.

- I. **Miscellaneous Provisions:** This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes: (a) Increase dollar amounts, (b) Effect administrative changes; and (c) Effect other changes as required by law.

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Solano County, California.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

School Facility Solutions
2282 Ashton Drive
Roseville, California 95747

DISTRICT:

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

(Signature, Authorized Representative)

(Signature, Authorized Representative)

(Title)

(Title)

20-3012986
(Federal ID number)

(916) 786-7774 (916) 531-2218
(Telephone)

(Date)

(Date)

District Board of Trustees Approval Date: _____

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION PROCLAIMING MARCH 2012 AS
WOMEN'S HISTORY MONTH AT SOLANO COMMUNITY
COLLEGE, RESOLUTION NO. 11/12-24

REQUESTED ACTION: APPROVAL

SUMMARY:

In 1981, Senator Orrin Hatch (R-UT) and Representative Barbara Mikulski (D-MD) co-sponsored the first Joint Congressional Resolution proclaiming a "Women's History Week." In 1987, the National Women's History Project petitioned Congress to expand the celebration to the entire month of March. Since then, the National Women's History Month Resolution has been approved every year with bipartisan support in both the House and Senate.

A resolution proclaiming March 2012 as Women's History Month at Solano Community College is presented for approval.

Government Code N/A *Board Policy* N/A *Estimated Fiscal Impact* \$ N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mostafa Ghous, Director
Student Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7168

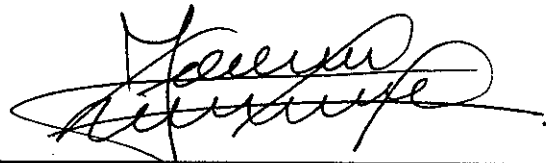
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 3, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING MARCH 2012 AS
WOMEN'S HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 11/12-24

WHEREAS, Women have been equal partners in the development and history of the United States;

WHEREAS, With the passage of Public Law 100-9, the month of March was officially established as National Women's Month;

WHEREAS, Women's roles in history and their contributions to world civilization have been overlooked in the past;

WHEREAS, Solano Community College, as a public institution of higher learning, is dedicated to providing opportunities for all people so that they can reach their highest potential; and,

WHEREAS, As an institution serving the community, Solano Community College is committed to offering public forums of interest to all segments;

RESOLVED, That the Solano Community College District Governing Board proclaims March 2012 as Women's History Month.

PASSED AND ADOPTED This 15th day of February 2012, by the Governing Board of the Solano Community College District.

ROSEMARY THURSTON, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: DISTRICT'S REOPENING PROPOSALS FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER #211

REQUESTED ACTION: INFORMATION

SUMMARY:

The Solano Community College District and the California School Employees' Association, Chapter #211, are preparing to enter into negotiations for the period of 2012-13.

This item introduces the District's proposals to CSEA, Chapter #211 for the purpose of public notice ("sunshining") as follows. Pursuant to Government Code Section 3547, public comment on such proposals shall be received at the next Governing Board meeting scheduled March 7, 2012.

- 1. Due to concerns about the District's current fiscal stability wherein expenditures exceed current revenues and the impact of continued revenue reductions as a result of the state's operating budget, the following articles will be in negotiations to enable the District to meet its fiscal obligations in this unstable and unknown fiscal environment:
 - a. Article 9, Pay and Allowances
 - b. Article 11, Health and Welfare Benefits
- 2. The parties may present additional proposals and articles for negotiations by mutual agreement.

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: \$ Unknown

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarran
Human Resources Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4530

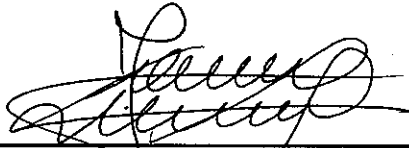
TELEPHONE NUMBER

Administration

ORGANIZATION

February 3, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: DISTRICT'S INITIAL PROPOSALS FOR THE
SUCCESSOR AGREEMENT BETWEEN THE DISTRICT
AND SOLANO COLLEGE FACULTY ASSOCIATION
REQUESTED ACTION: INFORMATION

SUMMARY:

The Solano Community College District and the Solano College Faculty Association (SCFA) are preparing to enter into negotiations for a successor agreement for the period of 2012-2013.

This item introduces the District's proposals to SCFA for the purpose of public notice ("sunshining") as attached. Pursuant to Government Code Section 3547, public comment on such proposals shall be received at the next Governing Board meeting scheduled for March 7, 2012.

The proposals are attached.

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charro Albarran
Human Resources Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4530

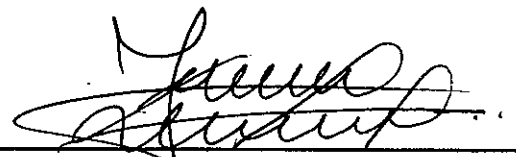
TELEPHONE NUMBER

Administration

ORGANIZATION

February 3, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

District Initial Proposals for the Successor Agreement

Between

The District and Solano College Faculty Association

Duration/Reopeners

The District is proposing a three-year agreement with specific reopener provisions and optional openers by the District and SCFA.

Article 1, Evaluations

The District will propose revisions to the evaluation form to include Accreditation Standard III components; revisions regarding the student evaluation process; identify who completes evaluations; identify corrective measure for any needs improvement evaluation; revise peer review process; and insure job descriptions include Accreditation Standard III components as appropriate.

Article 10, Retirement

Due to rising costs for health and welfare benefits, the District will submit proposals seeking to control the escalating costs of medical insurances through various approaches, including changes in plan design, cost containment and sharing, and other strategies.

Article 18, Association Rights

The District will address the issue of District paid release time and revisit language that provides SCFA paid released time.

Article 19, Workload

The District will propose exploration of a workload system to replace activity points; define overload assignment and redefine how overload assignments are made; define the faculty workweek; revisit counselor work year language; discuss class maximum expectations and other workload issues.

Article 20, Salaries

The District is concerned about its current fiscal stability wherein expenditures exceed current revenues and the impact of continued revenue reductions as a result of the State's operating budget. In the context of this unstable and unknown fiscal environment, the following considerations will be presented: Salary review; identifying rate of pay for assignments outside of teaching; rate of pay for adjunct office hours; other cost saving proposals; and address ways to be competitive in the job market.

Article 21, Health and Welfare

Due to rising costs for health and welfare benefits, the District will submit proposals seeking to control the escalating costs of medical insurances through various approaches, including changes in plan design, cost containment and sharing, and other strategies.

Article 23, Academic Calendar and Holidays

The District will propose changes in the work calendar and explore the compressed calendar concept.

The District reserves the right to make specific proposals to meet the impact of changes in legislation, State budget shortfalls and other revenue shortfalls.

The District reserves the right to present additional proposals and articles for negotiations.

1.26.12

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: 2011 ACCOUNTABILITY REPORTING FOR
COMMUNITY COLLEGES (ARCC) REPORT

REQUESTED ACTION: INFORMATION

SUMMARY:

Mr. Peter Cammish, Director of Research and Planning, will present the 2011 Accountability Reporting for Community Colleges (ARCC) Report.

The ARCC is a legislated report produced by the California Community Colleges Chancellor's Office (CCCCO) since 2007. The report draws from data submitted by all state community colleges to present a series of demographic and performance measures. In addition to detailing some system-wide performance measures, the report mainly focuses on individual colleges. Peer grouping for the major performance indicators are also included to allow meaningful comparisons. This presentation will look at three of the most interesting sections of the report, including the peer grouped performance measures.

*Government Code: EC 84754.5(d) Board Policy: Estimated Fiscal Impact:
Assembly Bill 1417*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Peter Cammish
Director, Research and Planning

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

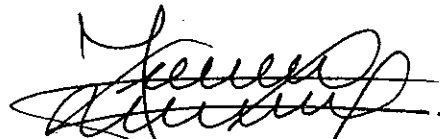
ADDRESS

707-864-7000, Ext. 7278

TELEPHONE NUMBER

Administration
ORGANIZATION

February 3, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AGENDA ITEM 10.(d)
MEETING DATE February 15, 2011

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FINANCIAL AID UPDATE

REQUESTED ACTION: INFORMATION

SUMMARY:

Ms. Robin Darcangelo, Director of Financial Aid, will update the Board on current issues, Pell Grants, Board of Governor's Grant (BOG), and the return of Title IV, along with current data.

Government Code: Board Policy: 5440 Estimated Fiscal Impact:

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robin Darcangelo
Director, Financial Aid

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7889

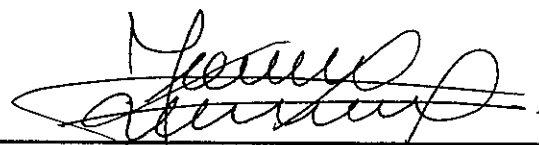
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

February 3, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD HOW DO WE RATE CHECKLIST
SUMMARY

REQUESTED ACTION: INFORMATION

SUMMARY:

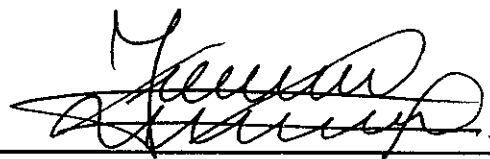
In order for the Governing Board to focus on the institution's major issues and questions of policy, the Board of Trustees is encouraged to delegate full responsibility and authority to the President to implement and administer Board policies and the operation of the College. The institutional leaders should likewise foster empowerment, innovation, and institutional excellence through dialogue that builds trust and increases focus on student learning and assessment of learning outcomes, institutional effectiveness, and integrity.

The Accreditation Leadership Subcommittee will present for information the results of fourth quarter "How Do We Rate Checklist" summary for October, November, and December 2011. This checklist is used as a tool in evaluating the progress of the Solano Community College District Governing Board in identifying the institution's resolution of the Accreditation Team recommendations.

Government Code: Board Policy: 1016 Estimated Fiscal Impact: \$ N/A
BOT GOAL 2011-2012 - Support Board Development
ACCJC Recommendation #8

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President
PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS
707 864-7112
TELEPHONE NUMBER
Administration
ORGANIZATION
February 3, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Solano Community College District Governing Board
Board's Leadership: How Do We Rate Checklist

Name (Optional) Seven Elected Trustees Date February 15, 2012

Please check the applicable boxes in Sections A and B.

Section A: Rated by: Trustee CEO

Section B: Quarter/Date Rated

(October/November/December) Rated January 2012 (April/May/June) _____
 (January/February/March) _____ (July/August/September) _____

INSTRUCTIONS:

Use this checklist to check your perception of the Board's leadership this quarter. Be as objective as you can. You will receive this checklist in your Board packet each quarter. Please complete and submit it to the Board Secretary at the appropriate Board meeting. **NOTE:** "We" refers to 100% of the Board, e.g., 7 out of 7. If you are aware of one or more Board member/s not in compliance with their duties and/or responsibilities as a Board member, per the question asked, circle "No" as your answer.

Section C: Circle your answer to each area question in the columns to the right.

AREAS	QUESTIONS	ANSWERS	
1.	Have we created an environment in which the CEO has the power to lead the College?	Yes 7	No
2.	Have we delegated authority to the CEO to lead and administer?	Yes 7	No
3.	Are we keeping the CEO informed, adhering to the rule of "no surprises"?	Yes 7	No
4.	Are we honoring the CEO as the point of contact for the institution?	Yes 7	No
5.	Do we fully consider information and recommendations offered by the CEO?	Yes 7	No
6.	Are we supporting professional development for the CEO?	Yes 7	No
7.	Are we adhering to the standards of Board ethics?	Yes 7	No
8.	Are we ensuring that the CEO has the resources needed to do the job?	Yes 7	No
9.	Do we respect and support the CEO?	Yes 7	No
10.	Does the CEO always ask the Board to make major decisions with advance preparation?	Yes 7	No
11.	Do we alert the CEO and Board President about our concerns prior to going public with them?	Yes 7	No
12.	Do all Board members receive the same communications from the CEO?	Yes 7	No
13.	Do we make it a practice to share information and questions with other Board members and the CEO?	Yes 7	No

14.	Do we keep the CEO informed about our contacts in the community, discussions with legislators and other policymakers, calls from citizens or College staff, and any visits to the College as related to College business?	Yes 7	No
15.	Do we help the CEO in being effective by not making unnecessary demands on him or her?	Yes 7	No
16.	Do we provide guidance, support, dialogue, information, and feedback to our CEO?	Yes 7	No
17.	Do we rely on our CEO for leadership and have confidence in his or her recommendations?	Yes 7	No
18.	Is our time spent in governing, not managing, the institution?	Yes 7	No
19.	Is the Board sensitive to the concerns of students and employees while maintaining impartiality and support for the CEO?	Yes 7	No
20.	Do we honor the professionalism of College staff by allowing them to perform their duties?	Yes 7	No
21.	As trustees, do we monitor ourselves carefully to ensure that offering opinions to the CEO and staff is not construed as directions?	Yes 7	No
22.	When issues arise, do we question whether the decision or action we are about to take reinforce our policy role, or is it an administrative decision?	Yes 7	No
23.	Do the Board President and the CEO emphasize that individual Trustees' opinions are simply opinions and that the only legitimate direction to the CEO comes from the Board as a whole?	Yes 6	No 1
24.	Do we have a clear understanding as a Board of what responsibilities have been delegated to the CEO?	Yes 7	No
25.	Do we recognize that the Board (not a single Trustee) has the legal right to give direction to only one employee, the CEO?	Yes 7	No
26.	Have we done anything as a Board this quarter to foster trust? If your answer is "Yes", write on the flipside of this page what we did this quarter as a Board to foster trust.	Yes 7	No
27.	Do we acknowledge that the CEO directs the staff, not the Board?	Yes 7	No
28.	Are we willing to invest the time in planning meetings to ensure success? [generate items; develop criteria; apply criteria]	Yes 7	No
29.	Do we model the behaviors that the Board values? [consensus building? starting/finishing on time? moving the agenda forward?]	Yes 7	No
30.	Do the CEO, Board President and other Trustees have a cooperative relationship?	Yes 7	No
31.	Are we willing to invest the time to create an identity for our Board and a sense of teamwork?	Yes 7	No
32.	Does the Board work effectively to move deliberations and operations to the level of setting policy, goals, priorities, processes and frameworks, and monitor implementation?	Yes 7	No
33.	Do we provide fair, consistent, and constructive feedback to the CEO?	Yes 7	No

Section D: Please compute your score below.

A. Count "3" points for each "Yes" answer and "0" for each "No"
Number of "Yes" answers 33 x 3 points

TOTAL SCORE _____

7 = Effective: 90 or above

B. **Summary**

- i. What score did you give the Board? 98.5 Average Score
- ii. What are our strong points this quarter? (List areas by the applicable number(s) in the first column):

One participant commented: Items 31, 24, and 18

One participant commented as follows:

A colleague has been absent from the meetings, so my responses are based upon the efforts made by the remaining six Trustees.

I feel that we all demonstrate our conviction of wanting an educational institution that will provide a learning environment where anyone who walks upon these grounds, educational goals will be met. I feel we demonstrate this desire through the working relationship that has been established among the Trustees and an understanding of our roles as Trustees. We hold a shared belief of wanting the best for our students and the community. Holding each other accountable, having high expectations and standards for ourselves and others has contributed significantly to building trust among the Trustees and CEO.

I also feel that Item 29 addresses what we have done this quarter to foster trust. We continue to model the behaviors that the Board values. We are able to arrive at a consensus or decision after allowing Trustees ample time to have their opinions heard. Everyone's opinion is valued and as professionals we know how to agree to disagree and yet arrive at a consensus so we can move the agenda forward.

- iii. Where do we need to improve? (List areas by the applicable number(s) in the first column.)

C. **Grade your perception of the Board's Leadership this quarter with this scale. Check your grade.**

- | | | | |
|-------------------------------------|-----------------------------------|--------------------------|--------------------------------|
| <input checked="" type="checkbox"/> | Effective: 90 or above = 7 | <input type="checkbox"/> | Good: 78 – 87 |
| <input type="checkbox"/> | Average: 66 – 75 | <input type="checkbox"/> | Below Average: Under 66 |

- D. Has our Board been an effective leader this quarter? Yes If not, what will it take to become one next quarter? (Write your response on the flipside of pages 1 and/or 2 of this document.)

Seven participants commented: Yes

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: BOARD POLICY AND PROCEDURES – CONFLICT OF INTEREST – SERIES 1000 – BOARD POLICY NO. 1019
REQUESTED ACTION: INFORMATION

SUMMARY:

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, the Superintendent-President presents for information the following Governing Board Policy – Conflict of Interest, Policy No. 1019, Series 1000, with no changes, together with Procedures, which are for informational purposes only.

*Government Code: GC 1091, Section 1091.5 – Board Policy: 1019 – Estimated Fiscal Impact: \$ N/A
CCR 18730; GC 81008*

SUPERINTENDENT’S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel C. Laguerre, Ph.D.
Superintendent-President

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7112

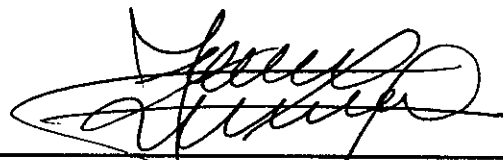
TELEPHONE NUMBER

Administration

ORGANIZATION

February 3, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



JOWEL C. LAGUERRE, Ph.D.
Superintendent-President

February 3, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

CONFLICT OF INTEREST

1019

POLICY: Board members shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members.

A Board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A Board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a Board meeting and have the disclosure noted in the official Board minutes. The Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

A Board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the District.

In compliance with law and regulation, the Superintendent-President shall establish administrative procedures to provide for disclosure of assets of income of Board members who may be affected by their official actions, and prevent members from making or participating in the making of Board decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the administrative procedures.

Board members are encouraged to seek counsel from the District's legal advisor in every case where any question arises.

SOLANO COMMUNITY COLLEGE DISTRICT

CONFLICT OF INTEREST

1019

POLICY: (Continued)

**REFERENCE/
AUTHORITY:** California Government Code Sections 1090, et seq.,
1126, 87200.

Title 2, Section 18730, et seq.

ADOPTED: July 7, 1982

REVIEWED: March 18, 1987
May 19, 1999
June 6, 2007
December 1, 2010
February 15, 2012

NO CHANGES

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

CONFLICT OF INTEREST CODE

1019

Procedure

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices, designating positions and establishing disclosure categories, shall constitute the conflict-of-interest code of the **Solano Community College District (District)**.

Individuals holding designated positions shall file their statements of economic interests with the **District**, which will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008) All statements will be retained by the **District**.

**CONFLICT-OF-INTEREST CODE FOR THE
SOLANO COMMUNITY COLLEGE DISTRICT**

**APPENDIX A
DESIGNATED POSITIONS**

Designated Positions	Disclosure Categories
Governing Board Members	1
Superintendent President	1
Vice President, Finance and Administration	1
Executive Vice President, Academic and Student Affairs	2
Chief Information Systems Officer	2
Executive Director, Institutional Advancement	2
Director, Admissions and Records	2
Director, Financial Aid	2
Director, Facilities	2
Director, Fiscal Services	2
Director, Human Resources	2
Director, Small Business Development Center	2
Director, Student Development	2
Director, Technology Services and Support	2
Director, Workforce and Economic Development	2
Dean, School of Human Performance and Development	2
Manager, Technology Services and Support	2
Managing Director of Theater Operations	2
Staff Diversity Coordinator	2
Bookstore Supervisor	2
Consultant/New Position	*

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

The Superintendent President may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent President's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Section 81008.)

**CONFLICT-OF-INTEREST CODE FOR THE
SOLANO COMMUNITY COLLEGE DISTRICT**

**APPENDIX B
DISCLOSURE CATEGORIES**

Category 1

Designated positions assigned to this category must report:

- a. Interests in real property which are located in whole or in part within two miles of the boundaries of the District.
- b. Investments in, income, including gifts, loans, and travel payments, from, and business positions in, any business entity of the type that engages in the acquisition or disposal of real property or are engaged in building construction or design.
- c. Investments in, income, including gifts, loans, and travel payments, from, and business positions in, any business entity of the type that engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment utilized by the District.
- d. Investments in, income, including gifts, loans, and travel payments, from, and business positions in, entities of the type that are contractors engaged in the performance of work or services of the type utilized by the District.

Category 2

Designated positions assigned to this category must report:

Investments in, income (including gifts, loans, and travel payments) from, and business positions in any business entity of the type that engages in the manufacture, sale, repair, rental or distribution of school supplies, books, materials, school furnishings or equipment or contracts in the type of work or services utilized by the Department for which the designated position is manager or director.

This is the last page of the conflict-of-interest code of the **Solano Community College District**.



CERTIFICATION OF FPPC APPROVAL

Pursuant to Government Code Section 87303, the conflict-of-interest code for the **Solano Community College District** was approved on December 20, 2011. This code will become effective on January 19, 2012.

A handwritten signature in black ink, appearing to read "Zackery P. Morazzini".

Zackery P. Morazzini
General Counsel
Fair Political Practices Commission

By:
William J. Lenkeit
Senior Counsel, Legal Division

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict-of-Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict-of-interest code within the meaning of Section 87300 or the amendment of a conflict-of-interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict-of-interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict-of-interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict-of-interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict-of-interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict-of-interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict-of-interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making

of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the

previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she

vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.

- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect,

distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any

governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict-of-interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

²See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In

addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative

5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).
28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).
29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).
30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).
31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).
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