

AGENDA ITEM 7.(b)
MEETING DATE September 5, 2012

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

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – DONATION

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEMS</u>	<u>DEPARTMENT</u>
Dave Dacus Rotary International District 5160 Post Office Box 113 Fairfield, CA 94533	Steel Folding Chairs and Carts (In-Kind Gift \$3,768.39)	Vallejo Center

Government Code: Board Policy: Estimated Fiscal Impact: In-Kind Gift

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

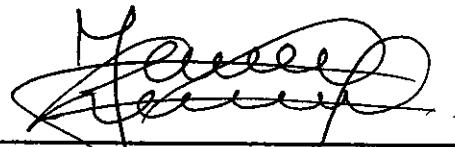
ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

August 24, 2012
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

August 24, 2012
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2012-2013

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Isabel M. Anderson	English Faculty (One-year temporary)	8/10/2012
To be announced	Scheduling Specialist CSEA Range 13	Pending

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Leslie Almonte	From: Student Services Generalist (Vacaville Center), Range 12, 20 hours week To: Administrative Assistant III, Math (One-year temporary) Range 13, 40 hours week/12 months	8/8/12

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
John Nogue	Workload Reduction from 53.34% to 46.67%, Correction to Board Item, dated 4/4/2012.	2012-13 Academic Year

Charo Albarran
Interim Director, Human Resources



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

August 24, 2012
Date Submitted

August 24, 2012
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

September 5, 2012

Page 2

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Samuel McKinney	Cosmetology Laundry	9/6/2012 – 6/30/13	\$23.89 hourly
Jackie Rock	Clinical Adjunct Nursing	9/6/2012 - 6/30/2012	\$66.01 hourly
Zyra Larot	Office Assistant Financial Aid Office	8/9/2012 - 6/30/2013	\$9.60 hourly

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Human Performance	Penelope Ann Crouse-Feeham	Assistant Softball Coach
Human Performance	Joe Koeller	Assistant Women's Soccer Coach
Human Performance	Jesus Mata	Assistant Soccer Coach
Human Performance	Violet Candia	Clerical Assistance

RESIGNATION

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Bonita A. Knuckles	Nursing Faculty	8/10/2012

APPROVAL OF RECLASSIFICATIONS, CSEA, CHAPTER #211

<u>Current Position</u>	<u>Proposed Position</u>	<u>Employee Name</u>	<u>Effective</u>
1. Administrative Assistant III Range 13	Administrative Assistant IV Range 14	Leslie Almonte Jill Crompton Debbie Luttrell-Williams Donna Meyer Vacant, Human Performance & Development	7/1/12
2. Research Analyst Range 15	Lead Research Analyst Range 17	Pei-Lin Van't Hul	7/1/12

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

Small Business Development Center
Chuck Eason, Responsible Manager

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Wilbert B. Cason	Entrepreneurial training and advising for the Solano Community College SBDC billed at the hourly rate of \$50/hr. Funding is provided through the BEC/YEP Contract.	September 6, 2012- December 31, 2012	Not to exceed \$4,000

School of Sciences
Renneé Moore, Responsible Manager

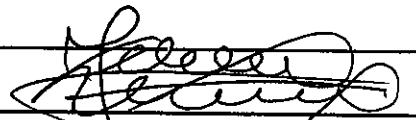
Dr. Gloria Morrow.	Facilitate a seminar entitled <i>Meeting the Mental Health Needs of African Americans</i> for SCC students, staff, and community. The seminar will be hosted by the Ethnic Studies Department.	One day only, November 15, 2012	Not to exceed \$1,500
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Yulian I. Ligioso

Vice President, Finance and Administration

August 24, 2012

Date Submitted



JOWEL C. LAGUERRE, Ph.D.

Superintendent-President

August 24, 2012

Date Approved

PERSONAL SERVICES AGREEMENTS (continued)

**School of Liberal Arts
Dr. Jeffrey Lamb, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Darcia Tipton Scenic Design	Fulfill all duties customarily performed by theatrical professionals of this title for <i>Of Mice and Men</i> and <i>The Three Musketeers</i> .	Fall 2012 and Spring 2013	Not to exceed \$5,000
Rebecca Valentino Costume Design	Fulfill all duties customarily performed by theatrical professionals of this title for <i>Of Mice and Men</i> and <i>The Three Musketeers</i> .	Fall 2012 and Spring 2013	Not to exceed \$4,000
Darsen Long Lighting Designer	Fulfill all duties customarily performed by theatrical professionals of this title for <i>Of Mice and Men</i> and <i>The Three Musketeers</i> .	Fall 2012 and Spring 2013	Not to exceed \$3,000
Brian Herndon Fight Choreographer	Fulfill all duties customarily performed by theatrical professionals of this title for <i>Of Mice and Men</i> and <i>The Three Musketeers</i> .	Fall 2012 and Spring 2013	Not to exceed \$2,500
Conner Watson Stage Manager	Fulfill all duties customarily performed by theatrical professionals of this title for <i>Of Mice and Men</i> .	Fall 2012	Not to exceed \$500
Jeff Bristow Stage Manager	Fulfill all duties customarily performed by theatrical professionals of this title for <i>The Three Musketeers</i> .	Spring 2013	Not to exceed \$750

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND BALL
METAL BEVERAGE CONTAINER CORPORATION

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and Ball Metal Beverage Container Corporation for special educational services is being presented to the Governing Board for approval.

SCCD Contract Education will deliver 12 hours of Microsoft Excel instruction for up to 40 Ball employees, in either one group of up to 20, or two groups of 20 each. Dates of training to be determined by Ball.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be held at either the Fairfield or Vacaville campus.

Ball will compensate the District for all services rendered and expenses at a rate of two thousand eight hundred sixty dollars (\$2,860.00) per class. The cost is inclusive of all instruction and teaching/training materials.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development. Approval of this agreement is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$2,860 revenue
CEO 2012-13 Goals: #5

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Director
Workforce and Economic Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

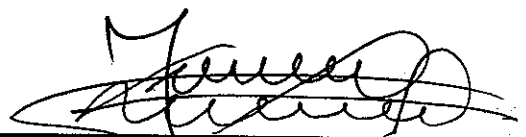
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

August 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

August 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **BALL METAL BEVERAGE CONTAINER CORP.**, with offices at 9300 108th Circle, Westminster, CO 80021 and with a manufacturing facility in 2400 Huntington Drive, Fairfield, CA. 94533, hereinafter referred to as "Ball" (the "Agreement").

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Microsoft Excel training for Ball employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 12 hours of training, in 3 sessions of four hours each. Training will be for up to 40 employees in two groups of twenty each or one group of up to twenty. Training will be held at either the Vacaville or Fairfield campus. Training dates and times will be determined by Ball. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to the Agreement.
- C. Ball will identify all employees who will participate in training.
- D. Ball will compensate the District for all services rendered and expenses at a rate of two thousand eight hundred sixty dollars and no cents (\$2,860.00) per class. The Agreement total will be set forth on a Ball Purchase Order by Ball. Ball will issue a Ball Purchase Order for each class. The cost is inclusive for all instruction and teaching/training materials.
- E. Payments by Ball to the District will be due sixty (60) days from receipt of invoice. An invoice will be generated when the training is completed.
- F. **IT IS MUTUALLY UNDERSTOOD** that Ball and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Ball and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Ball, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Ball. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement,

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

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

- H. Ball agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and political affiliation. In the event of Ball's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.
- I. If any provision of this Agreement, whether a paragraph, sentence or portion thereof, is determined by a court of competent jurisdiction to be null and void or unenforceable, such provision shall be deemed to be severed, and the remaining provisions of this Agreement shall remain in full force and effect. Neither party shall be deemed to have waived any right, power, privilege or remedy unless such waiver is in writing and duly executed by it. No failure to exercise, delay in exercising or course of dealing with respect to any right, power, privilege or remedy shall operate as a waiver thereof by either party or of any other right, power, privilege or remedy. No exercise or partial exercise of any right, power, privilege or remedy shall preclude any other or further exercise thereof by either party of the exercise of any other right, power, privilege or remedy by either party.
- J. The Supplier will comply with the provision of Exhibit "A" –Supplier Guiding Principles. This Agreement (together with the Exhibit attached hereto, which is incorporated herein by this reference) sets forth the entire Agreement between Ball and

the District and supersedes any prior or contemporaneous oral or written agreements or communications between them relating to the subject matter hereof. This Agreement also controls the terms and conditions of the services provided hereunder, and supersedes any printed terms and conditions appearing on any purchase order form, acknowledgment, invoice or other similar forms issued by any party to another party. When interpreting this Agreement (a) the singular includes the plural and vice versa, (b) reference to any document means such document as amended from time to time, (c) "include" or "including" means including without limiting the generality of any description preceding or following, as applicable, such term, and (d) the headings are for convenience of reference only and do not affect its interpretation or construction.

- K. The laws of the State of California, excluding choice of law rules, shall govern any interpretation, construction, claim, dispute or action related to this Agreement. Any litigation with respect to this Agreement shall be brought in the federal courts of the State of California.

The parties have signed this Agreement as of the date first above written.

Mayra Rivera
Human Resources Manager
Ball Metal Beverage Container Corp.
Fairfield, CA

Jowel C. Laguerre, Ph.D.
Superintendent-President
Solano Community College
Fairfield, CA

Date _____

Date _____

Exhibit "A"
Supplier Guiding Principles

Dear Valued Supplier,

By balancing economic, environmental and social impacts in our decision making and activities, Ball strives to create long-term, shared value for our stakeholders and for Ball Corporation. This is our sustainability vision. Whether it is developing sustainable products, working to reduce our environmental footprint, respecting human rights or investing in local communities where we operate facilities, we are committed to making Ball a more sustainable enterprise.

Purpose

Our Supplier Guiding Principles set forth the business conduct standards to which Ball expects its suppliers to adhere. In keeping with our values, Ball prefers to do business with companies that share our belief in the importance of economic, social and environmental sustainability.

Scope

Our Supplier Guiding Principles apply to all suppliers, with whom Ball, its subsidiaries and affiliates worldwide have a contractual relationship, including contractors, suppliers of goods and services.

As part of the implementation of our Supplier Guiding Principles, these principles will be incorporated into all new or renewed commercial agreements between suppliers and Ball, its subsidiaries and affiliates worldwide.

Suppliers must be able to demonstrate compliance with Ball's Supplier Guiding Principles at the request and satisfaction of Ball. When Ball becomes aware that a supplier is not in compliance with our Supplier Guiding Principles, the actions, or inaction, of the supplier will be reviewed, and appropriate corrective measures will be implemented.

Supplier Guiding Principles

All suppliers must adhere to the following principles:

1.) Laws and Regulations

Suppliers will comply with all applicable laws, rules and regulations and requirements in managing their business and in providing goods and services to Ball.

2.) Employment Practices/ Human Rights

We expect our Suppliers to provide an equitable and safe work environment and to adhere to, among others, the following principles:

- Suppliers shall not employ anyone under the legal working age, nor condone physical or other unlawful abuse or harassment in any of their businesses;

- Suppliers shall ensure that there is no forced labor, slavery or human trafficking within their operations and their supply chain;
- Suppliers shall judge their employees upon their abilities and not discriminate on the basis of any condition or characteristic which is protected by applicable law or regulation;
- Suppliers shall respect each employee's right to associate with any legally sanctioned organization; and
- Work hours, wages and benefits shall be in compliance with all applicable laws.

3.) Environment

Ball's Suppliers are expected to maintain compliance with all applicable environmental laws and regulations in their operations and to develop and implement plans to correct any non-compliant practices or conditions.

4.) Health & Safety

We expect our Suppliers to provide a safe work environment in compliance with local, state, federal, and international laws and to implement policies and regulations in order to minimize accidents or injuries.

5.) Antitrust

Ball is committed to free competition in the marketplace. Conduct intended to limit competitive forces is inconsistent with that commitment and may violate antitrust laws. Suppliers shall not communicate with competitors regarding current or future prices, pricing policy, sales volumes or terms, production levels or any other information that relates to the marketplace.

6.) Bribery and Corruption

Ball has a strict policy against bribery and corruption. Suppliers shall not make payments or provide entertainment and gifts or anything of value directly or indirectly to government officials or others so as to influence them in the performance or non-performance of their duties or induce them to use their influence or secure any improper advantage or to obtain or retain business for Ball.

7.) Demonstration of Compliance

Suppliers will be expected to certify and demonstrate compliance with these Supplier Guiding Principles at Ball's request.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: GRANT AGREEMENT BETWEEN THE COUNTY OF SOLANO ON BEHALF OF THE FIRST 5 COMMISSION AND SOLANO COMMUNITY COLLEGE ON BEHALF OF THE CHILDREN'S PROGRAMS

REQUESTED ACTION: APPROVAL

SUMMARY:

The Solano County First 5 Children and Families Commission have granted the Children's Programs up to \$21,000.00 for a period September 6, 2012 – June 30, 2015, for training, technical assistance and to purchase classroom materials. A toddler classroom and the early preschool classroom have been selected to participate in the prestigious Child Signature Project to enhance early learning services to young children while supporting early childhood education students with access to high quality learning environments.

Copies of the full agreement are in the Office of the Superintendent/President, Office of the Vice President of Finance and Administration, and the Office of the Director of Children's Programs.

Government Code: Board Policy: 3520 Estimated Fiscal Impact: \$21,000.00

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

SUPERINTENDENT'S RECOMMENDATION:

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7183

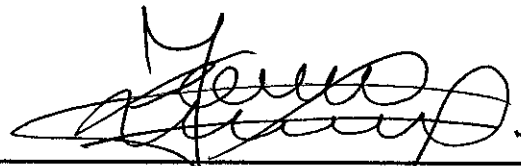
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

August 24, 2012

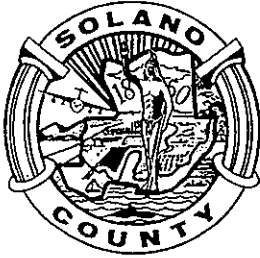
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

August 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
 (Dept., Division, FY, #)
 2012-508
BUDGET ACCOUNT:
 1533
SUBJECT ACCOUNT:
 3018

1. This Contract is entered into between the County of Solano and the Contractor named below:

Solano Community College

CONTRACTOR'S NAME

2. The Term of this Contract is: **September 6, 2012 through June 30, 2015**

3. The maximum amount of this Contract is:

Up to \$21,000 for the term of the contract as follows: Up to \$10,000 for Year 1 (August 28, 2012 – June 30, 2013); up to \$6,000 for Year 2 (July 1, 2013 – June 30, 2014); Up to \$5,000 for Year 3 (July 1, 2014 – June 30, 2015)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on September 6, 2012.

CONTRACTOR	COUNTY OF SOLANO
<u>Solano Community College</u> CONTRACTOR'S NAME	
SIGNATURE	<u>BIRGITTA E. CORSELLO</u>
<u>Jowel C. Laquerre, Superintendent-President</u> PRINTED NAME AND TITLE	<u>Solano County Administrator</u> TITLE
<u>400 Suisun Valley Road</u> ADDRESS	601 Texas Street, Suite 210 Fairfield, CA 94533
<u>Fairfield, CA 94534</u> CITY STATE ZIP CODE	Approved as to Content:
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

A. Contract Description: Contractor shall participate in the First 5 California Child Signature Program ("CSP"), the purpose of which is to provide all counties the opportunity to increase quality in early learning programs for children ages 0-5 in identified early care and education (ECE) centers where the educational divide is greatest. Contractor shall ensure that the 2 classrooms designated for participation, as approved by First 5 California, will participate in the tasks listed below.

Early Learning System Specialist: First 5 California has provided funding for an Early Learning System Specialist (ELSS). The ELSS will be responsible for coordinating and facilitating training, technical assistance and other support for identified centers and classrooms selected by the county to work toward achieving CSP Baseline Criteria, Teacher/Provider Qualifications and/or CSP quality enhancement program elements, working with classrooms with varying levels of quality, as set forth by First 5 California.

Quality Improvements Implementation: First 5 Solano has also provided funding to implement quality improvements in participating classrooms over the course of the project.

B. Tasks: Contractor shall conduct the following tasks in support of the CSP quality improvement project:

1. Year 1:

a. Complete a Readiness Assessment on each of their classrooms selected for participation. The intent of the Readiness Assessment is to capture and inform participants of where they fit within the Power of Preschool trajectory of quality and CSP quality enhancement program elements. Results from the Readiness Assessment process will determine where classrooms need to focus their efforts to improve quality in order to meet the CSP Baseline Criteria.

b. Develop an Improvement Plan for each of their classrooms selected for participation. The Improvement Plan should detail the level of participation required for each classroom in training and technical assistance, as well as outline local impacts and improvements expected from the training and technical assistance (training and technical assistance provided by the ELSS).

Recognizing that contractors have sites with classrooms at varying levels of quality, the ELSS will be responsible for coordinating and facilitating training, technical assistance and other support for contractor's selected classrooms, in an effort to work toward achieving the CSP Baseline Criteria, Teacher/Provider Qualifications and/or the CSP quality enhancement program elements, as described by First 5 California Child Signature Program.

2. Year 2: Provide an update on progress made on the Improvement Plan and provide a revision to the Improvement Plan that builds upon the previous year accomplishments.

3. Year 3: Provide an update on progress made on the Improvement Plan and provide a second revision to the Improvement Plan that builds upon the previous year accomplishments. Provide a final report and any data necessary to evaluate effectiveness of the improvements made over the course of the project.

4. Years 1-3:

a. Engage in all training opportunities designed to advance quality to a higher level throughout the term of the program (based on the results of the Readiness Assessment).

b. Comply with First 5 California CSP requirements and remain in approved status with First 5 California.

c. In the event that any classroom becomes ineligible for the First 5 California Child Signature Program at any time during the Contract term, County will deduct the pro rata portion attributable to that classroom for the period of time it is ineligible from the next payment due under this Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor on a fixed fee schedule for services provided, up to the maximum amount provided for in section 3 of page 1 of this Contract. Payment of each invoice requires the approval of the Executive Director of the First Five Solano Children and Families Commission ("Commission") or her designee. The amounts billed in each invoice must be in accordance with this Exhibit B. Each invoice must certify the number of participating classrooms for that year and that they have participated for the entire preceding year under this Contract. County reserves the right to withhold payment if significant progress is not achieved by appropriate deadlines as specifically listed or otherwise identified in Exhibit A, as determined solely by County. Payments will be made on the following schedule.

2. PAYMENT SCHEDULE:

Year	Classroom Amount	# of Classrooms	Payment Due Date	Total Cost
Year 1	\$5,000.00	2	Sept 1, 2012	\$10,000
Year 2	\$3,000.00	2	Aug 15, 2013	\$6,000
Year 3	\$2,500.00	2	Aug 15, 2014	\$5,000
Total cost not-to-exceed:				\$21,000

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	\$1,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability

coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

- i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
- ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded

activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. SPECIAL RESPONSIBILITIES OF CONTRACTOR. Contractor shall either:

A. Conduct an audit, at Contractor's expense, according to the requirements of OMB Circular A-133, which identifies all funds granted, received, disbursed and expended, and provide the audit to County within thirty (30) days of the end of each calendar year of the term of this Contract.; and provide an audit report, including a management letter, within thirty (30) days of the end of each calendar year of the term of this Contract.; or,

B. If funds awarded to Contractor by County under this Contract are \$100,000 per fiscal year or less, provide an unaudited statement of revenue and expenditures and balance sheet (if applicable) to County within thirty (30) days of the end of each calendar year of the term of this Contract.

2. EVALUATION

A. Contractor shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Contract. Contractor shall report on the progress on all its goals and measurable objectives, terms and conditions and all other requirements contained in County approved Scope of Work in Exhibit A. Contractor shall input data into County's approved collection system on a monthly basis, or as otherwise prescribed by County.

B. Contractor shall submit reports to County on activities as specified in Exhibit A. These reports will be submitted every 3 (three) months throughout the term of the Contract, and shall describe Contractor's progress in performing the scope of work set forth in Exhibit A. These reports are due thirty (30) days after the completion of such reporting period, with a final report due within 6 (six) weeks after termination of this Contract.

C. Contractor shall be solely responsible for the administration of the program to be conducted under this Contract, and shall review all monitoring reports and notices of corrective actions/recommendations provided by County.

D. Contractor shall send written notice of meetings held by its Board of Directors that are related to the program set forth in the Contract, including both regularly scheduled and any special meetings, to the First 5 Solano Commission Chair Person and the Executive Director of the First 5 Solano Commission at least 48 hours in advance of regularly scheduled meetings and at least 24 hours in advance of special meetings. Contractor shall send copies of minutes from its board meetings and copies of any written reports submitted to its Board of Directors that address the funded programs and any financial issues that impact the delivery of County funded services to the County within thirty (30) days of approval of such minutes or submission of such reports.

E. The timely submission of all reports, agendas and minutes that address the program is a necessary and material term and condition of this Contract. County may stop payments under this Contract if Contractor has not submitted such reports to County within forty-five (45) days following the end of each quarter.

F. Contractor shall send a representative to attend quarterly County-sponsored grantee meetings/workshops.

3. POLICY ON COMPLIANCE IN CONTRACTS

Without limiting any remedy available under section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event of a default by Contractor or other noncompliance with the terms of this Contract, County may, in the sole and absolute discretion of County, require Contractor to comply with County's procedure for identifying and correcting non-compliance in contracts, which procedure is set forth in the First 5 Solano Children and Families Commission Policy on Compliance in Contracts.

4. CONFIDENTIALITY OF MENTAL HEALTH RECORDS

Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding clients (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the client's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.

5. PUBLIC ACKNOWLEDGEMENT OF FUNDS

The First 5 Solano Children and Families Commission is funded by taxpayer dollars. Therefore, Contractor shall appropriately acknowledge the grant from the First 5 Solano Children and Families Commission.

Appropriate acknowledgement is defined as follows:

- (a) Includes the First 5 Solano logo;
- (b) Includes the statement, "Made possible by a grant from First 5 Solano Children and Families Commission";
- (c) The statement and logo must be included in all public materials that mention the funded grant and its programs or services, including (but not limited to) Web sites, e-mails, news releases, media advisories, brochures, newsletters, flyers, advertisements, public service announcements, posters, CD-ROMs and any other public communication items.

Any deviation from the above must be approved by First 5 Solano before distribution of public outreach materials.

6. START-UP PERIOD

Without limiting any remedy available under section 9 of Exhibit C to this Contract, or as otherwise provided by law, in the event that Contractor does not implement the services contemplated by this Contract within 6 months of the effective date of this Contract, County reserves the right, in the sole and absolute discretion of County, to terminate the Contract with 15 days written notice of such termination to Contractor.

7. MEDICAL ADMINISTRATIVE ACTIVITIES

As applicable, Contractor shall engage in Medi-Cal Administrative Activities ("MAA") program planning and policy development activities as appropriate in the course of the administration of the program, and in accordance with the approved claiming plan on file with Solano County Health and Social Services Department. Contractor shall provide all partner agencies with information on accessing Targeted Case Management ("TCM") and Medi-Cal Administrative activities (MAA) funding, and coordination of other training as needed.

8. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit D-1.

9. CHILD ABUSE

Contractor shall execute the form attached as Exhibit D-2.

10. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit D-3.

11. TOBACCO POLICY

Contractor agrees to abide by written policies provided by County as Exhibit D-4 relating to tobacco use and acceptance of funds from the tobacco industry.

DRUG-FREE WORKPLACE CERTIFICATION

Contractor: Solano Community College

The contractor named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor Date

Officials Name (type or print)

Title Federal Tax I.D. Number

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, health practitioner, animal control officer, employee of a child protective agency, or child visitation monitor who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

For purposes of this section, "child care custodian" includes teachers; and instructional aide, a teacher's aide, or a teacher's assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the State Department of Education; a classified employee of any public school who has been trained in the duties imposed by this article, if the school has so warranted to the State Department of Education; administrative officers, supervisors of child welfare and attendance, or certified pupil personnel employees of any public or private school; administrators of a public or private day camp; administrators and employees of any public or private youth centers, youth recreation programs, or youth organizations; administrators and employees of public or private organizations whose duties require direct contact and supervision of children and who have been trained in the duties imposed by this article; licensees, administrators and employees of licensed community care or child day care facilities; head start teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; social workers, probation officers, or parole officers; employees of a school district police or security department; any person who is an administrator or a presenter of, or a counselor in, a child abuse prevention program in any public or private school; a district attorney investigator, inspector, or family support officer unless the investigator, inspector, or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor; or a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of this code, who is not otherwise described in this section.

"Health practitioner" includes physicians and surgeons, psychiatrists, psychologists, dentist, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrist, or any other person who is licensed under **Division 2** (commencing with Section 500) of the Business and Professions Code; marriage, family, and child counselors; emergency medical technicians I or II, paramedics, or other persons certified pursuant to **Division 2.5** (commencing with Section 1797) of the **Health and Safety Code**; psychological assistants registered pursuant to Section 2913 of the **Business and Professions Code**; marriage, family, and child counselor trainees as defined in subdivision c of Section 4980.03 of the **Business and Professions Code**; unlicensed marriage, family and child counselor interns registered under Section 4980.44 of the **Business and Profession Code**; state or county public health employees who treat minors for venereal disease or any other condition; coroners; and paramedics.

"Child visitation monitor" means any person as defined in Section 11165.15.

I, the undersigned, have read the above and understand the provisions of Penal Code section 11166. I further understand that I am a mandated reporter subject to the requirements of Penal Code Section 11166 and will comply with its provisions.

Name _____

Signature _____

Title _____

Date _____

Supervisor's Name _____

Signature _____

SOLANO COUNTY
HIPAA BUSINESS ASSOCIATE CERTIFICATION
45 C.F.R. Parts 160-164

Contractor Name: **Solano Community College**

The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
 - (a) For functions and activities on the County's behalf;
 - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - (c) As required by law.
 - (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
 - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
 - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract on required to be retained by the Privacy Rule.
 - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
 - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
 - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

- 15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
- 16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

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FIRST 5 SOLANO CHILDREN AND FAMILIES COMMISSION

TOBACCO EDUCATION, PREVENTION, AND INVESTMENT POLICY

The following constitutes the adopted First 5 Solano Tobacco Policy that funded projects will adhere to:

Funded Projects will:

- 1) Provide a smoke-free working environment,
- 2) Provide and/or arrange training and information to staff on smoking cessation/dangers of second-hand smoke (as needed),
- 3) Refuse tobacco funding, and
- 4) Divest themselves of tobacco product investments.
- 5) Distribute and/or make available smoking cessation- related materials for participants in Commission funded programs.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AMENDED RENEWAL OF CHILDREN'S PROGRAMS
CONTRACT – CCTR-2321 AND RESOLUTION

REQUESTED ACTION: APPROVAL

SUMMARY:

This amended renewal agreement with the state of California, dated July 1, 2012, designated as number CCTR-2321, General Child Development Program, Project Number 48-7055-00-2, shall be funded at a maximum reimbursable amount of \$226,857.00. This amount is a \$25,838.00 increase to the contract previously approved by the Governing Board in July, but is an 11% decrease to amount received for fiscal year 2011-12 for subsidized infant and toddler care.

The contract is effective from July 1, 2012 through June 30, 2013, for 193 days of child enrollment at a daily rate not to exceed \$34.38 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of the Vice President of Finance and Administration, and the Office of the Director of Children's Programs.

Government Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$226,857.00

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

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

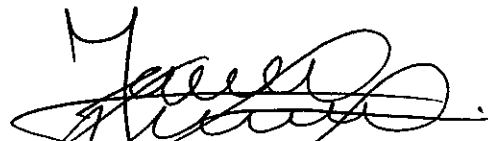
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

August 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

August 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES INCREASE (AB 1464)/FT&C Chg.

DATE: July 01, 2012

CONTRACT NUMBER: CCTR-2321

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-2

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CCTR-2321, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$201,019.00 and inserting \$226,857.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 5,847.0 and inserting 6,598.5 in place thereof.

Minimum Days of Operation (MDO) shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laguerre, Ph.D., Superintendent President			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4000 Guisun Valley Rd., Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 25,838	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 201,019	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 226,857	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-2321

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 16,922	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 57,151	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 74,073	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,310	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 31,443	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 40,753	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -394	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 112,425	(OPTIONAL USE)0656 23254-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 112,031	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO. -39
	DATE	

**2012-13 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type:
CCTR, CAPP, CHAN, CFCC, CMAP, CMIG, CRRP, C2AP and C3AP

Note: The page numbers cited may be a few pages off.

Revised the Definitions in the following:

"CSPP eligible four-year-old children" means children who will have their fourth birthday on or before November 1 ~~December 2~~ of the fiscal year in which they are enrolled in a California state preschool program.

"CSPP eligible three-year-old children" means children who will have their third birthday on or before November 1 ~~December 2~~ of the fiscal year in which they are enrolled in a California state preschool program.

"Family child care home education network" means an entity organized under law that contracts with the Department pursuant to EC Section 8245 to make payments to licensed family child care home providers and to provide education and support services to those providers and to children and families eligible for state-subsidized child care and development services. A family child care home education network may also be referred to as a family child care home system.

Delete Section II.A.3, GENERAL PROVISIONS, Notification of Address Change (p.14)

~~For proposed site changes for Prekindergarten and Family Literacy Part- and Full-Day programs, a request must be submitted to the CDD and shall include:~~

- ~~a. The name and address of the current program location;~~
- ~~b. The name and address of the proposed program location;~~
- ~~c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and~~
- ~~d. The site license for the proposed program location.~~

~~Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in EC Section 8238.4(a)(2).~~

~~The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.~~

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2012-13.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number/s CCTR-2321 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Rosemary Thurston	Board President	
Jowel C. Laguerre, Ph.D.	Superintendent-President	

PASSED AND ADOPTED THIS 5th day of September 20012-13, by the Governing Board of SOLANO COMMUNITY COLLEGE DISTRICT of Solano County, California.

I, JOWEL C. LAGUERRE, Ph.D., Clerk of the Governing Board of

SOLANO COMMUNITY COLLEGE DISTRICT, of SOLANO County,

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

(Clerk's signature)

(Date)

SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM

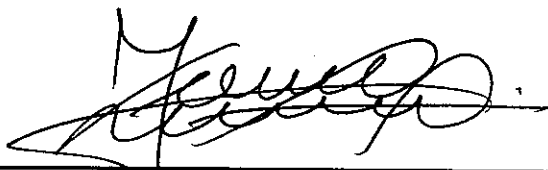
TO: Members of the Governing Board

SUBJECT: RESOLUTION IN OPPOSITION TO PROPOSITION 32:
 PROHIBITION ON POLITICAL CONTRIBUTIONS BY
 PAYROLL DEDUCTION AND ON CONTRIBUTIONS TO
 CANDIDATES, RESOLUTION NO. 12/13-03

REQUESTED ACTION: APPROVAL

SUMMARY:

The Community College League of California (League) has taken an OPPOSE position on Proposition 32: Prohibition on Political Contributions by Payroll Deduction and on Contributions to Candidates. The League encourages local community college governing boards, student governments, Academic Senates, and other organizations to join the League's opposition by adopting the following resolution.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
Jowel C. Laguerre, Ph.D. Superintendent-President <hr/> PRESENTER'S NAME		 <hr/> JOWEL C. LAGUERRE, Ph.D. Superintendent-President
4000 Suisun Valley Road Fairfield, CA 94534 <hr/> ADDRESS		
707 864-7112 <hr/> TELEPHONE NUMBER		
Administration <hr/> ORGANIZATION		
August 24, 2012 <hr/> DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT		August 24, 2012 <hr/> DATE APPROVED BY SUPERINTENDENT-PRESIDENT

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERING BOARD**

**RESOLUTION IN OPPOSITION TO PROPOSITION 32:
PROHIBITION ON POLITICAL CONTRIBUTIONS BY
PAYROLL DEDUCTION AND ON
CONTRIBUTIONS TO CANDIDATES**

RESOLUTION NO. 12/13-03

WHEREAS, Proposition 32 would prohibit political contributions from corporations and unions but not from partnerships, including private equity firms, and wealthy individuals;

WHEREAS, Proposition 32 creates a hardship for unions by prohibiting the use of payroll deduction for political activities unless employees “opt in” annually in writing without a comparable requirement for corporate shareholders;

WHEREAS, The proponents claim that this measure would officially ban contributions to candidate-controlled committees by corporations and labor unions, but in reality would affect middle class workers and labor unions far more than corporations and wealthy individuals;

WHEREAS, This measure would allow other political expenditures, including corporate expenditures from available resources not limited by the payroll deduction prohibition;

WHEREAS, Proposition 32 would encourage the proliferation of unaccountable “independent expenditures” that interfere with the orderly discourse between political candidates;

WHEREAS, This measure is the third effort to restrict union funds for support of candidates and issues since the first two efforts (Proposition 226 in 1998 and Proposition 75 in 2005) failed at the ballot box;

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: INTERNATIONAL EDUCATION PROGRAM

REQUESTED ACTION: APPROVAL

SUMMARY:

In an attempt to grow the College's international education program, it was determined that hiring a consultant to assist with branding the College overseas, recruiting students, and working with agents on Solano Community College's behalf would be advantageous to our growth. Mr. Maoki Hirota, a consultant, was referred to SCC by a major player in the international education field, namely Contra Costa Community College District.

Based on Mr. Hirota's experience and proven results with the Contra Costa Community College District, a contract is being submitted for approval for Mr. Hirota to provide international student marketing and recruitment in parts of Asia, primarily, but not limited to, in China, Korea, Japan, and Viet Nam. The effective date is September 6, 2012, and terminates on August 31, 2014, unless terminated sooner.

SCCD's total payments under this annual contract shall not exceed \$53,000 per contract year.

Government Code: Board Policy: Estimated Fiscal Impact: \$ 53,000
CEO 2012-2013 Goals: 5.(e)

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

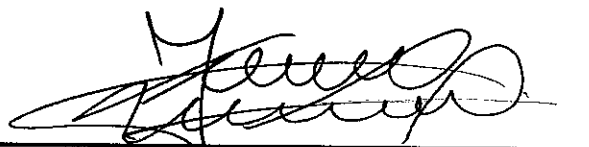
TELEPHONE NUMBER

Administration

ORGANIZATION

August 24, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

August 24, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Solano Community College District

September 5, 2012

SERVICE CONTRACT

1. **Contract Identification:**
College: SCCD
Subject: Provide International student marketing and recruitment in parts of Asia.
2. **Parties.** The Solano Community College District (SCCD), for its College named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Naoki Hirota

Address: 104-90 Nakashima, Takashima
Naruto, Naruto, Tokushima 772-0051
3. **Term.** The effective date of this Contract is September 6, 2012 and it terminates on August 31, 2014 unless sooner terminated as provided herein.
4. **Termination.** This Contract may be terminated by SCCD at its sole discretion, upon five-day advance written notice thereof to the Contractor, or cancelled immediately by written mutual consent.
5. **Payment Limit.** SCCD's total payments to Contractor under this annual Contract shall not exceed \$ 53,000.00 per contract year. Contractor's listed payment amount to exclude third-party marketing of international education program.
6. **District's Obligations.** In consideration of Contractor's provision of services as described below, and subject to the payment limit expressed herein, SCCD shall pay Contractor, upon submission of a properly documented demand for payment in the manner and form prescribed by SCCD and upon approval of the Superintendent/President of the College for which this contract is made or his designee, as follows: (Check one alternative only) hour, or
 a. FEE RATE: per service unit. session; as defined below; or
Not to exceed 45 service units calendar (Insert day, week or month)
 b. PAYMENT made upon receipt of properly submitted invoices, approved by the manager or campus business office requesting services.
7. **Contractor's Obligation.** Contractor shall provide the following described services: To provide direct international student marketing and recruitment primarily, but not limited to in Asia. Contract services include:
 - Promote SCC in Asia, primarily, but not limited to, in China, Korea, Japan and Vietnam for the purposes of student recruitment.
 - Conduct country surveys and reports, analysis and direct recruiting.
 - Provide information and advice for SCC to make decisions related to int'l student recruitment.
 - Develop and analyze annual Recruitment/Marketing Plans.
 - Engage in direct marketing activities, such as, attending fairs and conducting seminars, visit embassies, educational institutions, agent events, and other relevant recruitment activities.
 - Network with potential partners/agents for SCC.
 - Other duties as assigned under the scope of direct recruitment, marketing, and reporting for international program.
8. **Independent Contractor Status.** This Contract is by and between two Independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. As an Independent Contractor, Contractor will be solely responsible for determining the means and methods for performing the services described herein. All of Contractor's activities will be at Contractor's own risk and Contractor is hereby given notice of Contractor responsibilities for arrangements to guard against physical, financial, and other risks as appropriate.
9. **Indemnification.** The Contractor shall defend, save harmless and indemnify the District and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of the Contractors hereunder, resulting from the conduct, negligent or otherwise, of the Contractor, its agents or employees.
10. **Indemnification.** SCCD shall defend, save harmless and indemnify the Contractor and its officers, agents and employees from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of SCCD hereunder, resulting from the conduct, negligent or otherwise, of SCCD, its agents or employees.
11. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: California Government Code and California Education Code Section 81655.

Solano Community College District

September 5, 2012

12. **Signatures.** These signatures attest the parties' agreement hereto:

X

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

X

Naoki Hirota
C-West Consultant

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PREMIER PARTNERS DOCTOR OF EDUCATION IN ORGANIZATIONAL LEADERSHIP SCHOLARSHIP AGREEMENT BETWEEN BRANDMAN UNIVERSITY AND SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

Brandman University offers a Doctor of Education in Organizational Leadership Program which is accredited by the Western Association of Schools and Colleges (WASC). The University has established a Premier Partners Scholarship Program which is designed to support locally-based organizations with their employee development efforts. The Program will provide scholarship support for those students who are designated by these selected organizations for participation in the Doctorate of Education in Organizational Leadership Program.

This agreement applies only for student enrollments in the Doctorate of Education in Organizational Leadership Program for the 2013 Fall, one session, which begins August 31, 2013. The University will offer and fund \$120 per credit toward designated employees who apply and are accepted into the Doctorate Program.

Government Code *Board Policy* *Estimated Fiscal Impact: N/A*
CEO 2012-2013 Goals: Goal 5 – Explore and acquire alternative sources of revenue.

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

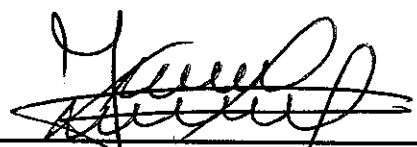
TELEPHONE NUMBER

Administration

ORGANIZATION

August 24, 2012

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



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

August 24, 2012

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

Premier Partners Doctor of Education in Organizational Leadership Scholarship Agreement

This SCHOLARSHIP AGREEMENT (hereinafter "Agreement") is entered into by and between BRANDMAN UNIVERSITY, part of the Chapman University System (hereinafter "University" or "Brandman University") located at 16355 Laguna Canyon Drive, Irvine, CA 92618 and Solano Community College (hereinafter "Organization"), located at 4000 Suisun Valley Rd., Fairfield, CA 94534-3197.

Recitals

WHEREAS, University offers a Doctor of Education in Organizational Leadership Program which is accredited by the Western Association of Schools and Colleges (WASC). The University has established a Premier Partners Scholarship Program (the "Program") which is designed to support locally based organizations with their employee development efforts. The Program will provide scholarship support for those students who are designated by these selected organizations for participation in the Doctorate of Education in Organizational Leadership Program, and

WHEREAS, the Organization wishes to participate in the University's scholarship program as part of its employee educational development efforts.

Agreements

In consideration of the foregoing recitals, the Parties mutually agree as follows:

1. This Agreement applies only for student enrollments in the Doctorate of Education in Organizational Leadership Program for the 2013 Fall 1 session which begins on August 31, 2013.
2. The University will offer and fund \$120 per credit toward designated employees who apply and are accepted into the Doctorate Program. The scholarship rate (per credit) will remain in place for the duration of the entire program so long as the student does not miss more than two consecutive sessions, continues to make satisfactory academic progress, and remains in good financial standing in accordance with the University's existing catalog. Brandman's tuition rates are subject to change.
3. Designated employees wishing to enroll in the University programs under the Premier Partners Program will be required to apply for admission and be admitted in accordance with the University's admission requirements by December 31, 2012. Employees may apply for Federal student loans the same as other students attending classes at the University. No other costs such as books, travel or incidentals are included in the Scholarship. Tuition is due and payable by course prior to the start of each course. Upon request, organization agrees to verify the employment status of the organization's students.
4. Organization may provide reasonable marketing opportunities to communicate Brandman's partnership, programs and other educational offerings to employees, interested parties, and potential students. Proposed marketing materials will be approved by Organization within five working days. Organization's proposed use of Brandman's, name, logo, academic and scholarship programs will be approved by the University within five working days.

5. Notices. Any notice required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed via first class mail, or by a reputable overnight delivery service, or by personal delivery, and directed to the address of such Party set forth below:

UNIVERSITY CONTACT INFORMATION:
Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: Jan Legoza
Tel: 949-341-9834
Email: Legoza@brandman.edu

ORGANIZATION CONTACT INFORMATION
Solano Community College
4000 Suisun Valley Rd.
Fairfield, CA 94534-3197
Attn: President Jowel Laguerre
Tel: 707-864-7112
Email: jowel.laguerre@solano.edu

6. The undersigned individuals hereby represent that they are authorized to execute this Agreement on behalf of their respective organizations.
7. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be in writing signed by each of the parties.

THIS AGREEMENT IS NOT EFFECTIVE UNTIL THE DATE OF THE LAST SIGNATURE BELOW.

Agreed by Brandman University:

Signature: _____
Name: _____
Title: _____
Date: _____

Agreed by Organization:

Signature: _____
Name: _____
Title: _____
Date: _____

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION ESTABLISHING AD VALOREM TAX
RATES FOR THE 2012-2013 FISCAL YEAR,
RESOLUTION NO. 12/13-04

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 12/13-04, establishing the ad valorem tax rates and debt service for the 2012-2013 Fiscal Year. Each year, pursuant to Revenue & Taxation Code Section 93, the Board establishes the rates to be levied on the voter-approved bonded indebtedness for Fiscal Year 2012-2013. The District is required to furnish the Solano County Auditor-Controller's Office with this information, as well as the 2012-2013 debt service requirement. The bonds are general obligations of the District payable solely from the proceeds of ad valorem taxes. The resolution certifies the tax rate and authorizes the County to place an ad valorem tax against the taxable property in the District's service region to pay for the 2005 General Obligation Refunding Bonds and 2006 Series B Bonds.

Attached are Resolution No. 12/13-04 and the calculation worksheet for the Board's information.

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

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

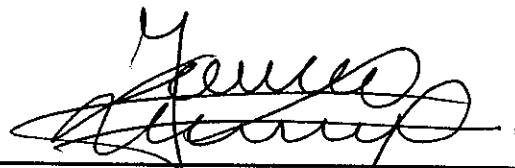
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

August 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

August 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

**RESOLUTION ESTABLISHING AD VALOREM TAX RATES
FOR THE 2012-13 FISCAL YEAR**

RESOLUTION NO. 12/13-04

WHEREAS, Government Code Section 29100 provides that the board of supervisors of a county shall fix the rates for the secured tax roll in that county, in accordance with the provisions of that Section and subject to the limitations specified in Article XIII A of the California Constitution and Revenue and Taxation Codes Sections 93 and 100; and

RESOLVED, Pursuant to Revenue & Taxation Code Section 93, the Solano Community College District Governing Board establishes the Ad Valorem Property Tax Rates to be levied on the voter-approved bonded indebtedness for the Fiscal Year 2012-13. Further, the Board formally notifies the Solano County Office of the Auditor-Controller of the District's 2012-13 debt service requirements. The attached worksheet contains the calculation and defines the tax rates.

	<u>2005 General Obligation Refunding</u>	<u>2002, Series 2006B</u>
2012-13 Ad Valorem Property Tax Rate	0.017676%	0.002922%
2012-13 Debt Service	\$6,640,286	\$1,100,752

PASSED AND ADOPTED This 5th Day of September 2012, by the Governing Board of Solano Community College District.

ROSEMARY THURSTON, PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

Fund 464

FY 2012-13

Election 2002, 2005 Refunding

District: Solano Community College

<u>CURRENT YEAR REQUIREMENT</u>	
Principal and Interest	
02/01/13	1,310,756
08/01/13	5,765,756
Add: Reserve Requirements	
Genentech Impound (Note 1)	45,000
Other Expenses	
Less: Cash (net)*	(481,227)
AMOUNT TO BE RAISED	6,640,286

Unsecured Roll

Solano County (net of HOX)	1,492,176,200
Yolo County (net of HOX)	30,669,969
Total Local Roll Net of HOX	1,522,846,169
Less 2% Delinquency Allowance	(30,456,923)
HOX: Solano County	331,528
Yolo County	7,000

* CALCULATION OF CASH (NET)	
IFAS Cash Balance as of 6/30/12	5,928,083
Less: CY Outstanding Payment (08/01/12)	(5,446,856)
Cash (Net)	481,227

Unsecured Net Value

1,492,727,774

@ 0.017113% = Unsecured Roll
Previous year's secured rate

255,451

Revenue Estimates

Secured Roll

Solano County (net of HOX)	35,142,433,358
Yolo County (net of HOX)	602,846,556
Total Local Roll Net of HOX	35,745,279,914
SBE: Solano County	41,108,951
Yolo County	75,890
Less 1/4% Cancellation/Refunds	(89,466,162)
HOX: Solano County	415,151,657
Yolo County	8,568,781

Secured Net Value

36,120,719,031

@ 0.017676% = Secured Roll
Calculation Below

6,384,835

TOTAL ESTIMATED REVENUE

6,640,286

AGENCY ESTABLISHED RATE

Amount of Taxes to be Raised	6,640,286
Less: Unsecured Taxes	(255,451)
Secured Taxes	<u>6,384,835</u>
Secured Net Value	<u>36,120,719,031</u>
Current Year Rate	<u>0.017676%</u>

Note 1: Amount derived from PY figure of \$42,782 then rounded up

Fund 476

FY 2012-13

Election 2002, Series 2006B

District: Solano Community College

CURRENT YEAR REQUIREMENT

Principal and Interest	
02/01/13	325,818
08/01/13	770,818
Add: Reserve Requirements	
Genentech Impound (Note 1)	10,000
Other Expenses	
Less: Cash (net)*	(5,883)
AMOUNT TO BE RAISED	1,100,752

Unsecured Roll

Solano County (net of HOX)	1,492,176,200
Yolo County (net of HOX)	30,669,969
Total Local Roll Net of HOX	1,522,846,169
Less 2% Delinquency Allowance	(30,456,923)
HOX: Solano County	331,528
Yolo County	7,000

Unsecured Net Value

1,492,727,774

@ 0.003043% = Unsecured Roll 45,424
Previous year's secured rate

Secured Roll

Solano County (net of HOX)	35,142,433,358
Yolo County (net of HOX)	602,846,556
Total Local Roll Net of HOX	35,745,279,914
SBE: Solano County	41,108,951
Yolo County	75,890
Less 1/4% Cancellation/Refunds	(89,466,162)
HOX: Solano County	415,151,657
Yolo County	8,568,781

Secured Net Value

36,120,719,031

@ 0.002922% = Secured Roll 1,055,328
Calculation Below

TOTAL ESTIMATED REVENUE 1,100,752

AGENCY ESTABLISHED RATE

Amount of Taxes to be Raised	1,100,752
Less: Unsecured Taxes	(45,424)
Secured Taxes	<u>1,055,328</u>
Secured Net Value	<u>36,120,719,031</u>
Current Year Rate	<u>0.002922%</u>

Note 1: Amount derived from PY figure of \$7,607 then rounded up

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

TO: Members of the Governing Board

**SUBJECT: REALLOCATION OF A PORTION OF THE AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009 BOND
ALLOCATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

At its May 2, 2012, meeting, the Governing Board approved Resolution No. 11/12-30 authorizing staff to proceed with a competitive application process administered by the California Debt Limit Allocation Committee ("CDLAC") to seek an award of Qualified Energy Conservation bonds ("QECCBs") of up to \$16 million for the purposes of financing a solar generation project. The Resolution also authorized Vice President Ligioso to coordinate with the County of Solano (the "County") and CDLAC regarding the Application, and specifically authorized the County to submit the Application to CDLAC on behalf of the College. On August 14, 2012 SCCD was awarded \$12,300,000 of Qualified Energy Conservation Bonds (QECCBs) for solar projects at the Vallejo and Vacaville centers and the Fairfield campus.

Approval is requested to accept the QECCBs and authorize staff to work with the Community College League of California in the procurement process and issuance of bonds within the CDLAC required 90-day timeline.

Government Code: N/A Board Policy: 3020 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

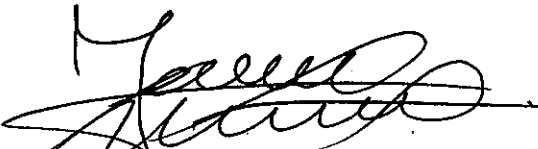
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

August 24, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

August 24, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

REVISED RESOLUTION NO. ARRA 12-52

A RESOLUTION REALLOCATING A PORTION OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 QUALIFIED ENERGY CONSERVATION BONDS FOR A QUALIFIED PROJECT (GOVERNMENT ISSUE)

WHEREAS, the California Debt Limit Allocation Committee ("Committee") has received an application ("Application") from the County of Solano ("Applicant") to transfer to the Applicant a portion of the American Recovery and Reinvestment Act of 2009 Qualified Energy Conservation Bonds ("Allocation"), for use by the Applicant to issue bonds ("Bonds") for a Project as specifically described in Exhibit A ("Project") (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Regulations of the Committee); and

WHEREAS, the Applicant has confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of Allocation to the Applicant for the benefit of the Project, the Committee has relied upon the written facts and information represented in the Application by the Applicant; and

WHEREAS, it is appropriate for the Committee to make a transfer of a portion of the Allocation in order to benefit such Project described in the Application;

NOW, THEREFORE, the California Debt Limit Allocation Committee resolves as follows:

Section 1. There is hereby transferred to the Applicant an amount of Allocation equal to **\$12,300,000.** Such Allocation may be used only by the Applicant and only for the issuance of Bonds for the Project, as specifically described in Exhibit A. All of the terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

Section 2. The terms and conditions of this Resolution shall be incorporated in appropriate documents relating to the Bonds. The Applicant and its respective successors and assignees will be bound by such terms and conditions.

Section 3. Any modification to the Project made prior to the issuance of the Bonds must be reported to the Executive Director and, if the Executive Director determines such modification to be material in light of the Committee's Regulations, shall require reconsideration by the Committee before the Allocation may be used for the Project. Once the Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by the Committee through an action for specific performance or any other available remedy. The Committee may consent to changes in the terms and conditions set forth in this Resolution as changed circumstances may dictate.

REVISED RESOLUTION NO. 12-52

Page 2 of 3

Section 4. Any material changes in the Bond Sale Structure prior to the issuance of the Bonds and not previously approved by the Committee shall require approval of the Committee Chair or the Executive Director.

Section 5. The transfer of proceeds from the sale of bonds to a project other than the Project subject to this Resolution is allowable only with the prior approval of the Executive Director in consultation with the Chair, except when the Project is unable to utilize any of its allocation and the Applicant is requesting the transfer of the entire Allocation to different project(s). In such case, prior approval of the Committee must be obtained. Any transfer made pursuant to this section may only be made to another project of the same issuer that has been previously approved by the Committee.

Section 6. The Applicant is not authorized to use the Allocation transferred hereby to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Allocation to any governmental unit in the State other than this Committee.

Section 7. The Allocation transferred herein to the Applicant shall automatically revert to this Committee unless the Applicant has issued Bonds for the Project by the close of business on **November 12, 2012**. In case of extreme hardship, the Executive Director may extend this date by up to five (5) days.

Section 8. Within twenty-four (24) hours of using the Allocation to issue Bonds, the Applicant shall notify the Committee by facsimile communication to the fax number listed in Section 5170 of the Committee's regulations that the Allocation has been used. This facsimile notice shall identify the Applicant, the Project, the date the Allocation was used, and the amount of Allocation used.

Section 9. Within fifteen (15) calendar days of the Bond closing, the Applicant or its counsel shall formally transmit to the Committee information regarding the issuance of the Bonds by submitting a completed Report of Action Taken in a form prescribed by and made available by the Committee.

Section 10. Any differences between the amount of Bonds issued and the amount of the Allocation granted in Section 1 of this Resolution shall automatically revert to the Committee. If at any time prior to the expiration date set forth in Section 7, hereof, the Applicant determines that part or all of the Allocation will not be used to issue Bonds by that date, the Applicant shall take prompt action by resolution of its governing Board or by action of its authorized officer to return such unused Allocation to the Committee.

Section 11. The staff of the Committee is authorized and directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy of this Resolution in the Applicant's official records for the term of the Bonds under this Allocation. The Committee staff is further directed to retain a copy of this Resolution in the files of the Committee (or any successor thereto) for the same period of time.

REVISED RESOLUTION NO. 12-52
(QUALIFIED ENERGY CONSERVATION BOND PROJECT/PROGRAM)
EXHIBIT A

1. Applicant: County of Solano
2. Issuer: Solano Community College District
3. Application No.: ARRA-089
4. Project Name: Solano Community College District Solar Project
5. Location: Fairfield; Vacaville; Vallejo, Solano, 94534; 95688; 94591
6. Amount of Allocation: \$12,300,000
7. The Applicant has represented that it reasonably expects, and will use its best efforts to produce 5,611,575 of Estimated Production of Kilowatt Hours of Electricity .

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED NEW JOB DESCRIPTIONS – CALIFORNIA
SCHOOL EMPLOYEE’S ASSOCIATION, CHAPTER #211
ADMINISTRATIVE ASSISTANT IV AND
LEAD RESEARCH ANALYST

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

In accordance with Article 18 of the California School Employees Association/District collective bargaining agreement, employees may request a reclassification based on significant changes in job duties and levels of responsibility. A reclassification review was conducted and approved. Attached are copies of the revised class specifications. The CSEA and District have reached agreement on salary placement for the Administrative Assistant IV to be placed on Range 14; Lead Research Analyst to be placed on Range 17.

Government Code: Board Policy: 4720 *Estimated Fiscal Impact: Unknown*

SUPERINTENDENT’S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo L. Albarran
Interim Director of Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

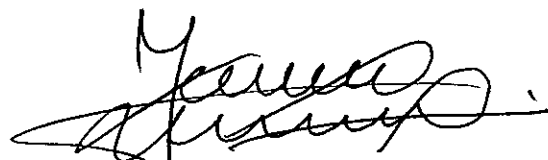
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

August 24, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

August 24, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

CLASS TITLE: Administrative Assistant IV

BASIC FUNCTION: Under the direction of a Dean or other assigned administrator, perform a variety of responsible administrative, clerical, technical and operations support functions of a wide and complex nature to an instructional division or major student services program. Facilitate communications between the Dean, staff, public agencies and the community. Employees in this classification receive limited supervision from an executive/senior administrator within a broad framework of policies and procedures. This job class requires advanced abilities and skills in written and oral communication, initiative, organization, problem solving and independent judgment.

DISTINGUISHING CHARACTERISTICS

The classification of Administrative IV is distinguished from the lower classifications of Administrative Assistant I/II/III in that employees in this class establish efficient communication with other members of the faculty, staff, administration and the community; produce, distribute, and disseminate information in a variety of formats; and assume responsibility for the completion of special projects. This job class is further distinguished by its advanced use of communication, discretion, initiative, problem-solving skills, independent judgment and scheduling responsibilities.

REPRESENTATIVE DUTIES

Essential duties and responsibilities include the following. Other job-related duties may be assigned.

Performs a variety of highly responsible administrative, secretarial/clerical, and operational support function of a wide and complex nature; assists and arranges department assignment and activities.

Perform multiple projects concurrently; Perform preliminary data entry of the School's schedule of classes for Fall, Spring, and Summer semesters for multidisciplinary Schools, payroll support duties and calculations using Districts ERP system.

Collects and analyzes relevant data; researches, initiates necessary change, and provides background documentation on matters requiring the administrator's attention; assumes responsibility for timely completion of the special projects or tasks; and assists in all pertinent matters.

Assists in developing and monitoring department and/or office procedures analyzing activities needed to be addressed; recommends course of action for inter-office matters such as personnel, budget, procedures, policies and special projects.

Directs and assign work to student workers and temporary personnel as assigned; serves as a resource regarding applicable rules, regulations, and policies and procedures; order office supplies and assure proper operation of office machines.

Serves as liaison between the administrator and other district officials, staff, student, internal and external organizations and regulatory agencies; and enhances communication with the same.

Collect and compile narrative, statistical and financial data and other information for inclusion into special and period reports. Maintain and update as required current regulations for all regulated programs.

Establishes and maintains records, filing systems, and logs; monitors staff/faculty calendars as assigned; monitors and records staff/faculty attendance; provides payroll support duties and calculations using District ERP.

Assists in the development and monitoring of the department budget; establishes open accounts, prepares purchase requisitions; maintains equipment inventory; orders equipment, warehouse and other supplies; resolves invoice discrepancies; initiates, prepares, and submits budget revisions and corrections.

Schedules, and prioritizes meetings, appointments, and special events for the administrator; reserves meeting sites; coordinates travel arrangements; contacts and confirms appointments and meetings; attends meetings and takes minutes as necessary.

Interprets and explains department procedures and policies to school district representatives and the general public; refers callers to the appropriate staff member.

Operates a microcomputer, typewriter, duplicating machine, fax machine, calculator, and other peripheral office equipment in the course of assigned functions.

Utilizes a variety of accounting, word-processing, graphic/presentation, and data base software applications programs.

Prepares, types, formats, edits, and distributes a variety of routine and complex correspondence, reports, memorandums, forms, and department publications; may determine the format and content of written communications.

Receives, opens, and distributes incoming mail; initiates and/or or transmits inter-office memorandums and notices.

Provides administrative support in the selection process for student workers.

Performs all other related duties as required.

Secondary Function:

Assist faculty and staff with clerical work as time allows.

Compile and consolidate information to prepare budgets and other fiscal reports.

Perform job-related duties as assigned.

MINIMUM QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE: Graduation from high school including or supplemented by two years of administrative office training and three years of progressive job related experience as an administrative assistant or office manager, preferably in an educational institution which includes the operation of microcomputers using word processing, spreadsheet and data base management software or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

Ability to read, interpret, apply and explain District and division policies, procedures and regulations.

Ability to compile information and write reports, business correspondence, and procedure manuals.

Ability to read, interpret, apply and explain program policies and requirements.

Ability to write routine reports and correspondence using correct English usage, grammar, spelling, punctuation and vocabulary.

Ability to effectively present information in person or on the telephone to students, staff or the public.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

Ability to learn quickly and apply specific laws, regulations, rules, policies and procedures of the department and functions to which assigned.

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

Ability to analyze situations accurately and use an effective course of action.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

Ability to exercise good judgment and discretion in analyzing and resolving confidential, difficult and sensitive situations.

CERTIFICATES, LICENSES, REGISTRATION:

None are required for this classification.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Modern office practices, procedures and equipment, including letter and report writing, financial and statistical record-keeping, receptionist and telephone techniques.

Research methods and techniques.

Office management techniques.

Perform difficult and complex secretarial and office management duties.

Follow and understand oral and written instructions without immediate supervision

Operate mainframe computer terminals and microcomputers including word processing, data base management, spreadsheet, graphics and desktop publishing software.

Operate office equipment including copier, calculator, facsimile machine and others.

Operate an electronic keyboard accurately at 60 words per minute.

Interpret and apply applicable state and federal laws, rules, regulations, and procedures, and policies related to assigned areas of responsibility.

Learn class schedule construction to provide data entry support to the unit.

Record and transcribe information accurately at an acceptable rate of speed.

Format, type, proofread and distribute documents and other written materials.

Train and provide work direction to others.

Establish and review work priorities.

Meet demanding schedules and multiple, often conflicting timelines.

Maintain accurate statistical and financial records.

Plan and organize work.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

Work effectively and independently with minimal supervision.

Perform assigned work with speed and accuracy.

Use word processing, graphics and desktop publishing software to prepare a variety of documents and printed materials.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are

regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to attend meetings or to pick up or deliver materials at other campus locations.

Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less) and the ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in an office environment. While performing the duties of this classification, the employee regularly is subjected to continual interruptions and exposed to the risks of computer-generated video radiation. The work environment is sometimes noisy.

CLA/lg:8/30/12

Board approved: _____

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Lead Research Analyst

BASIC FUNCTION: Under the direction of the Director of Research and Planning, the Lead Research Analyst will perform a variety of technical and professional duties in support of research, planning, outcomes assessment processes, program review, institutional effectiveness and information reporting. The Lead Research Analyst develops methodologies for research projects, designs primary research tools to gather relevant data, analyzes results, produces reports and provides recommendations based on findings. The Lead Research Analyst develops relationships and networks within the Office, the District, State, Government, and other relevant agencies. This position also provides support for work related to the College's mandated reporting requirements.

DISTINGUISHING CHARACTERISTICS: An employee assigned to this class reports directly to the Director of Research and Planning.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following. Other duties may be assigned.

- Analyze, synthesize and compile diverse data and prepare reports on trend analysis including fiscal, student, demographic, payroll, financial aid and other requested data. Uses the appropriate analytic tools and databases to produce comprehensive studies, develop models, and generate reports that aggregate, analyze and explain data on a wide area of topics that impact the District.

Generate, validate, and submit reports mandated by the State or Federal governments (e.g., MIS, IPEDS, ARCC), using current guidelines. Lead and support any regulation changes pertaining to state or federal government reporting projects;

Provide technical support to faculty, administrators and staff regarding research design, survey development, questionnaire design, focus group management and test validation. Prepare the initial analysis of research results and draft reports of findings for the Director's review and approval.

Lead production of program review data as requested by faculty and Deans.

Support implementation of new databases, providing end-user training as appropriate.

Assist Banner users in articulating ERP/Banner report requirements; translating user requirements into technical specifications (pseudo codes) to ensure that the requirements are met; perform data analysis to ensure the accuracy of program algorithm is functioning correctly as specified. Assist users in input/extraction procedures in the integrated database environment (Banner) and provide user training on new processes.

Generate data element dictionaries for functional users to better understand the report architectural basics in ODS.

- Review and corroborate with IT programmers to make sure Banner report algorithms are kept up with the ERP upgrades or MIS mandated criteria. Collaborate in the continuous improvement quality process for accurate and consistent data in the ODS/Discoverer (including development of modifications to data standards; providing tools for data audits; data validation following ODS/Banner upgrades.)

Collaborate with Director of Admission & Records to analyze 320 apportionment data for the certification of apportionment attendance for the compliance in accordance with provisions of the Education Code and the Title 5 regulations.

Work with Deans and members of Enrollment Management Committee to tabulate and aggregate 320 data, discuss implications and inform on consequences of FTES apportionment changes.

Develop and maintain spreadsheets, data tables, graphs, and presentations using appropriate computer software (e.g., Word, Excel, Access, PowerPoint, Tableau, Crystal Reports, SPSS) according to the Director's specifications.

Contribute to and maintain Research and Planning web and intranet pages

Perform high-level technical support or resolution to correct Banner data input discrepancies.

Test, analyze and adapt to technological advancements in research software applications;

Attend meetings, as directed, and take notes, if needed.

Train, and direct student employees and temporary staff assigned to the Research and Planning Office.

Calculate descriptive and inferential statistics on collected data using statistical software.

Perform a variety of general office assignments, including but not limited to ; preparing letters, memoranda, and reports both independently and from oral and written instructions; maintaining office calendar; initiating purchase requisitions, obtaining vendor quotations for specific items; maintaining purchase order file and ensuring accuracy of payments and account balances.

Secondary Functions:

Perform additional job-related duties, as assigned.

MINIMUM QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE: Baccalaureate degree in a specialization involving social science, higher education, social or educational research, psychology, statistics, mathematics, economics, business, computing or a related field and at least two years of research experience that demonstrates the ability to conduct complex analyses or any combination of college preparation in the aforementioned areas and increasingly responsible employment, training, and experience that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

Ability to read, analyze, interpret, apply and explain statistical reports, policies and procedures.

Ability to write information for reports or publications that conform to prescribed style and format.

Ability to communicate effectively in both oral and written forms.

Ability to effectively present information orally to individuals and small groups and to respond to common inquiries.

MATHEMATICAL SKILLS:

Ability to select appropriate statistical measures.

Ability to use and interpret appropriate inferential statistics used in the analysis and reporting of research data.

REASONING ABILITY:

Ability to plan, organize, conduct and participate in analytical studies.

Ability to read, analyze and interpret policy and statistical reports.

Ability to interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule formats.

Ability to interpret an extensive variety of technical instructions containing mathematical or diagrammatic forms.

Ability to define problems, collect data, establish facts, and draw valid conclusions.

CERTIFICATES, LICENSES, REGISTRATION:

None.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Statistical procedures related to sampling, correlation analysis, regression analysis, and longitudinal analysis.

Methods for designing survey instruments.

Microsoft Windows operating system and Microsoft Office, including Word, Outlook, PowerPoint, Access, and Excel.

Basic financial record-keeping practices and procedures.

Ability to:

Develop multi-column and multi-level statistical tables.

Format and manipulate text and spreadsheet data to develop accurate reports and data graphics.

Perform database queries of varying difficulty using data-extraction programs (e.g., Access, Discoverer, Crystal Reports, Oracle).

Transfer data files between different formats.

Maintain departmental records.

Analyze situations accurately and make responsible decisions without direct supervision.

Gather information for the preparation of reports.

Perform complex, technical, and clerical tasks which require focused attention on minute details for long periods of time.

Work on multiple tasks and meet deadlines in a fast-paced environment.

Establish and maintain cooperative working relationships with those contacted in the performance of required duties.

Coordinate multiple projects and deadlines.

Develop and edit correspondence and reports.

Demonstrate sensitivity to, and ability to work with, diverse racial, ethnic, gender, disabled, and cultural populations.

Maintain confidentiality of information and records.

Perform assigned work with speed and accuracy.

Observe health and safety rules and regulations.

Meet schedules and timelines.

Plan and organize time and work effectively.

Work independently with minimum supervision.

Work effectively with frequent interruptions.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification must regularly lift, carry and/or move object weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is typically performed in the Office of Research and Planning. Incumbents in this position may sit for extended periods of time using a personal computer. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. While performing the duties of this classification, the employee is occasionally exposed to outdoor weather conditions. The work environment is moderately noisy.

CLA/zg:6/21/12

Board approved: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CCFS-311Q FINANCIAL REPORT, FOURTH QUARTER,
FY 2011-2012

REQUESTED ACTION: INFORMATION

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on its financial condition. The CCFS-311Q quarterly financial report for the fourth quarter of FY 2011-2012 is attached for the Board's review and information.

Government Code: Board Policy: 3020 Estimated Fiscal Impact: N/A
California Code of Regulations (CCR) 58305(d)

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

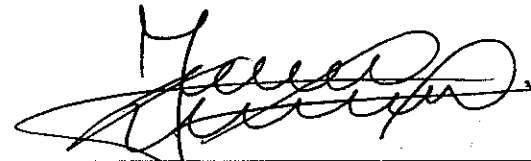
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

August 24, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

August 24, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

California Community Colleges
 Quarterly Financial Status Report, CCFS-311Q

Board Meeting Date: Sep 5, 2012

District: 280 Solano Community College District

Quarter Ending Date: Jun 30, 2012

Line	Description	As of June 30 for the fiscal year specified			Projected 2011-12
		Actual 2008-09	Actual 2009-10	Actual 2010-11	
I. Unrestricted General Fund Revenues and Expenditures:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	50,379,704	49,621,228	51,482,327	45,664,463
A.2	Other Financial Sources (Object 8900)	(98,637)	12,500	17,825	
A.3	Total Unrestricted Revenue (A.1 + A.2)	50,281,067	49,633,728	51,500,152	45,664,463
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,089,894	51,585,037	48,735,784	47,149,542
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	220	69,914	375,461	
B.3	Total Unrestricted Expenditures (B.1 + B.3)	51,090,114	51,654,951	49,111,245	47,149,542
C.	Revenues Over (Under) Expenditures (A.3 - B.3)	(809,047)	(2,021,223)	2,388,907	(1,485,079)
D.	Fund Balance, Beginning	5,504,083	3,419,596	3,207,000	4,302,047
D.1	Prior Year Adjustments + (-)	(1,275,440)	1,808,627	117,312	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	4,228,643	5,228,223	3,324,312	4,302,047
E.	Fund Balance, Ending (C + D.2)	3,419,596	3,207,000	5,713,219	2,816,968
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	6.7%	6.2%	11.6%	6.0%
II. Annualized Attendance FTES:					
G.1	Annualized FTES (excluding apprentice and non-resident)	9,369	9,620	9,393	8,523
III. Total General Fund Cash (Unrestricted and Restricted)					
H.1	Cash, excluding borrowed funds	2,732,064	462,194	3,584,790	(4,436,641)
H.2	Cash, borrowed funds only			5,007,750	1,404,826
H.3	Total Cash (H.1 + H.2)	2,732,064	462,194	8,592,540	(3,031,815)

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
IV. Unrestricted General Fund Revenues and Expenditures: 2011-12 Budget to Year-to-Date Actuals					
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,376,146	46,376,146	45,664,463	98.5%
I.2	Other Financial Sources (Object 8900)				
I.3	Total Unrestricted Revenue (I.1 + I.2)	46,376,146	46,376,146	45,664,463	98.5%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,839,383	47,838,741	47,149,542	98.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)		0		
J.3	Total Unrestricted Expenditures (J.1 + J.3)	47,839,383	47,838,741	47,149,542	98.6%
K.	Revenues Over (Under) Expenditures (I.3 - J.3)	(1,463,237)	(1,462,595)	(1,485,079)	
L.	Adjusted Fund Balance, Beginning	4,302,047	4,302,047	4,302,047	
L.1	Fund Balance, Ending	2,838,810	2,839,452	2,816,968	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.9%	5.9%		

Yes/No? NO

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

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

Contract Period Settled (Specify) 2011-12	Management			Academic			Temporary			Classified		
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *		
a. SALARIES:												
Year 1:	40,000	1.00%	11,000	1.00%	50,000	1.00%			49,000	1.75%		
Year 2:												
Year 3:												
b. BENEFITS:												
Year 1:												
Year 2:												
Year 3:												

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.
The district changed healthcare plans to the Cal PERS system, resulting in anticipated annual savings of \$1.5 million.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? Yes/No? YES

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

Based on the 2011-12 State budget, Solano College apportionment revenues are expected to further decline \$2.6 to \$3.5 million, depending on the extent of state revenues realized. To that end Solano College is moving forward with a budget which includes the higher revenue loss estimate, further adjusted by a deficit factor. Corresponding expenditure cuts were carried through from the prior year, including even greater curtailing of class offerings, filling vacancies only on an as need basis, and additionally seeking concessions from our bargaining units. These steps will ultimately limit access and impact quality and quantity of service delivery. Increased State deferrals and the \$1,262,000 budget cut continue to affect the institution's cash flow. In April, 2012, the district finalized a short term borrowing arrangement with the Solano County that will cover funding requirements through the next fiscal year.

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

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

Given the Governor's 2012-13 budget being balanced via a tax measure in November 2012, Solano College is cautiously moving forward into the 2012-13 budget with further offering reductions, i.e. no summer 2012 session, continued pursuit of concessions, holding vacancies, and other cuts to prepare for likely additional apportionment reductions.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED 2012-2013 DISTRICT BUDGETS

REQUESTED ACTION: INFORMATION

SUMMARY:

Yulian I. Ligioso, Vice President of Finance and Administration, will present for information the District's 2012-2013 budgets.

The public hearing and adoption of these official 2012-2013 budgets are scheduled for the Board meeting of Wednesday, September 19, 2012, in the Multi-Use Room of the Solano Community College District Vacaville Center, located at 2001 N. Village Parkway, Vacaville, California.

*Government Code: CCR, Title 5, Sec 58301 Board Policy 3000, 3005 Estimated Fiscal Impact:
BOT 2012-2013 Goals: Ensure fiscal stability through appropriate monitoring of reports.*

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

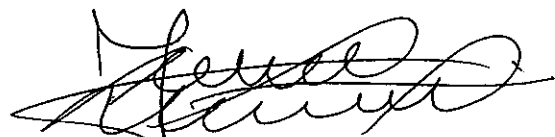
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

August 24, 2012

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SUPERINTENDENT-PRESIDENT



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

August 24, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT