

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2011-2012

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Leslie Almonte	School of Sciences	6/7/12 – 6/30/12	\$ 17.57 hour
Chris McBride	CME Work	8/11/11 – 12/20/11	\$ 67.88 hour
		3/19/12 – 5/23/12	\$ 67.88 hour
Darlene Stewart	Clerical Assistant, Special Services	6/21/12 – 6/28/12	\$ 9.60 hour

Professional Expert

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Frances Kayali	Accompanist	5/10/12	\$ 165.00 total


EMPLOYMENT 2012-2013

Regular Assignment

At the June 20, 2012 meeting under the Human Resources Consent Agenda, the start date for Georgette Snell, Aeronautics Lab Technician was reported incorrectly. The correct start date is August 8, 2012.

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
To be announced	Director of Fiscal Services	To be determined
J. Kimo Calilan	Interim Director of Technology	7/1/12 – until position is filled.
Catherine Cyr	Nursing Instructor	8/9/12

Charo Albarran, MPA
Human Resources Manager


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

July 5, 2012
Date Submitted

July 5, 2012
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****July 18, 2012****Page 2****Short-term/Temporary/Substitute**

At the June 20, 2012 meeting under the Human Resources Consent Agenda, it reported James DeKloe, Instructor, Contract Education, 7/1/12 – 6/30/13, \$65.36 hour. Please rescind this action.

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Adrienne Cary	SLO Coordinator	7/10/12 – 8/12/12	\$ 66.01 hour
Joseph Conrad	SLO Coordinator	6/27/12 – 8/10/12	\$ 68.56 hour
Kathleen Conrad	SLO Coordinator	7/2/12 – 8/10/12	\$ 68.56 hour
Annette Dambrosio	Communications Editor	7/2/12 – 8/10/12	\$ 67.88 hour
Ferdinanda Florence	SLO Coordinator	7/10/12 – 8/10/12	\$ 66.01 hour
Melinda Grefaldia	Substitute Accounts Payable Specialist	7/1/12 – 6/30/13	\$ 16.82 hour
Susanna Gunther	SLO/SAO Coordinator	7/1/12 – 8/7/12	\$ 68.56 hour
Leigh Anne Jones	Substitute Admin Asst III	7/10/12 – 7/23/12	\$ 17.57 hour
Sandra Maggy	Substitute, Children's Programs Specialist or Assistant	8/1/12 – 6/30/13	\$ 16.82 hour or \$ 14.15 hour
Kevin Marks	SLO/SAO Coordinator	7/10/12 – 8/13/12	\$ 58.02 hour
Christopher McBride	SLO Coordinator	7/10/12 – 8/10/12	\$ 68.56 hour
Patricia McCarthy	Substitute Admin Asst III	7/11/12 – 9/4/12	\$ 17.57 hour
LaTasia Perry	Office Assistant, Financial Aid	7/1/12 – 6/30/13	\$ 9.60 hour
Doriss Panduro	Office Assistant, Financial Aid	7/1/12 – 6/30/13	\$ 9.60 hour
Scott Parrish	SLO Coordinator	7/11/12 – 8/13/12	\$ 62.02 hour
Genele Rhoads	SLO Coordinator	7/5/12 – 8/12/12	\$ 66.01 hour
Gregory Schroeder	Office Assistant, Financial Aid	7/1/12 – 6/30/13	\$ 9.60 hour
Patrice Spann	Children's Programs Assistant	8/8/12 – 6/30/13	\$ 20.11 hour
Gene Thomas	SLO Coordinator	7/10/12 – 8/12/12	\$ 68.56 hour
Marge Trolinder	Substitute Graphics Supervisor	7/1/12 – 12/31/12	\$ 32.55 hour
Renee Worthy	Children's Programs Assistant	8/8/12 – 6/30/13	\$ 19.15 hour

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
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The following are on call assignments as needed to comply with the California State Fire Marshall required exercises while instructing and evaluating the Firefighter I Cadets and Wildland Fire Academy Cadets.

Alexander Apaka	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Chris Bishop	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Jimmie Boston	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Steve Bowman	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Joel Brick	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Doug Bridewell	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Shawn Byrd	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

July 18, 2012

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Professional Experts (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<i>The following are on call assignments as needed to comply with the California State Fire Marshall required exercises while instructing and evaluating the Firefighter I Cadets and Wildland Fire Academy Cadets.</i>			
Eugene Dick	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Frank Drayton	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Gary Gantt	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Thomas Gibson	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Zachary Glankler	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Susan Hassett	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Jarron Infante	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Brian Jewell	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
John Jurado	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Ron Karlen	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Drew Kostal	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Matthew Lage	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Richard MacKenzie	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Gary Mahlberg	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Les Miller	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Brian Moore	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Joseph Thurin	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Michael Torkelson	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Timothy Winfield	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour
Michael Zichichi	Assistant Fire Instructor	7/1/12 – 6/30/13	\$ 25.00 hour

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Counseling	Dorothy Audije	Clerical work Disability Office
Sciences	Carla Murphy	Assist with Biology 12 Lab

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

6/4/2012	Vendor Payment	11039860-11039861	\$49,678.91
6/5/2012	Vendor Payment	11039862-11039922	\$798,537.64
6/5/2012	Vendor Payment	11039923-11039923	\$4,047.50
6/13/2012	Vendor Payment	11039924-11039924	\$4,850.00
6/13/2012	Vendor Payment	11039925-11039932	\$29,842.90
6/13/2012	Vendor Payment	11039933-11040044	\$166,505.94
6/19/2012	Vendor Payment	11040045-11040199	\$44,120.20
6/19/2012	Vendor Payment	11040200-11040249	\$192,442.31
6/19/2012	Vendor Payment	11040250-11040254	\$308,469.31
6/19/2012	Vendor Payment	11040255-11040255	\$5,926.71
6/20/2012	Vendor Payment	11040256-11040320	\$127,400.45
			\$1,731,821.87

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

<i>Government Code:</i>	<i>Board Policy 3240</i>	<i>Estimated Fiscal Impact</i>	<u>\$1,731,821.87</u>
ECS 70902 & 81656			

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
 Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


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

July 5, 2012
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

**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

**Career Technical Education
Maire Morinec, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Joseph P. Gumina	Provide 11 workshops of direct hybrid and alternative/renewable fuel vehicle maintenance, safety, and diagnostic instruction for the Alternative and Renewable Fuels and Vehicle Technologies Program (ARFVTP).	July 1, 2012 – June 30, 2012	Not to exceed \$67,700
Paul R. Fair	Manage program operations for the Alternative and Renewable Fuels and Vehicle Technologies Program (ARFVTP).	July 1, 2012 – June 30, 2012	Not to exceed \$60,758

**Academic Senate
Susanna Gunther, Responsible Manager**

Adrian Belic of Wadi Rum Films	Flex-Cal Activity: Conduct a one-hour presentation with an emphasis on concept, production, filming, editing, and distribution.	August 10, 2012	Not to exceed \$1,500
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Yulian Ligioso

Vice President, Finance and Administration

July 5, 2012

Date Submitted



JOWEL C. LAGUERRE, Ph.D.

Superintendent-President

July 5, 2012

Date Approved

PERSONAL SERVICES AGREEMENTS (continued)

Children's Programs
Christie Speck, Responsible Manager

Monica Lowe	Teach three workshops to the parents whose children are attending the Pre-K Academy.	July 19, 2012 - July 31, 2012	Not to exceed \$300
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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL OF CHILDREN'S PROGRAMS CONTRACT
CCTR-2321 GENERAL CHILD CARE AND
DEVELOPMENT PROGRAMS AND RESOLUTION**

REQUESTED ACTION: APPROVAL

SUMMARY:

This 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 \$201,019.00. This contract amount is a \$49,887.00 decrease from 2011-12 for subsidized infant and toddler care. Subsidized child care will be reduced by five toddlers per day as a result of the decreased contract.

The contract is effective from July 1, 2012 through June 30, 2013 for 191 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: \$201,019.00

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

July 5, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

July 5, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



CALIFORNIA DEPARTMENT OF EDUCATION
 1430 N Street
 Sacramento, CA 95814-5901

F.Y. 12 - 13

DATE: July 01, 2012

CONTRACT NUMBER: CCTR-2321
 PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$201,019.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,847.0

Minimum Days of Operation (MDO) Requirement 191

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR		
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)		
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Dowel C. Laquerre, Ph.D. Superintendent President		
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4000 Quigun Valley Rd., Fairfield, CA 94534		
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 201,019	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 201,019	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

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 57,151	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 57,151	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290					

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 31,443	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 31,443	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290					

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 112,425	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 112,425	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	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.
	DATE	

RESOLUTION

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

RESOLUTION

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

authorizes entering into local agreement number/s CTR-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>
<u>Rosemary Thurston</u>	<u>Board President</u>	_____
<u>Jowel C. Laguerre</u>	<u>Secretary</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 18th day of July 2012-13, 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 thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) July 19, 2012
(Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF CHILDREN'S PROGRAMS CONTRACT
CSPP-2597 CALIFORNIA STATE PRESCHOOL
PROGRAM AND RESOLUTION

REQUESTED ACTION: APPROVAL

SUMMARY:

This renewal agreement with the state of California, dated July 1, 2012, designated as number CSPP-2597, California State Preschool Program, Project Number 48-7055-00-2, shall be funded at a maximum reimbursable amount of \$322,114.00 based upon the Governor's May Revised Budget levels. This contract amount is a \$42,951.00 decrease from 2011-12 for the subsidized preschool program. The reduction in funding results in six (6) fewer full time equivalent children served per day.

An amendment to this contract is expected after the 2012 - 13 budget is signed.

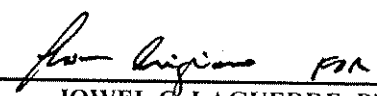
The contract is effective from July 1, 2012 through June 30, 2013 for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

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: \$322,114.00

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
July 5, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

July 5, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13

DATE: July 01, 2012

CONTRACT NUMBER: CSPP-2597

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-2

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 310/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2012 through June 30, 2013. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$322,114.00.

SERVICE REQUIREMENTS

Table with 2 columns: Requirement Name, Value. Rows: Minimum Child Days of Enrollment (CDE) Requirement: 9,369.0; Minimum Days of Operation (MDO) Requirement: 191

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR. Includes fields for signatures, titles, addresses, and financial details like amount encumbered and fund titles.

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-2597

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 29,196	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 29,196	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 16,063	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 16,063	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 219,423	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 219,423	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2012	FISCAL YEAR 2012-2013	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 57,432	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 57,432	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	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. -13
	DATE	

RESOLUTION

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

RESOLUTION

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

authorizes entering into local agreement number/s CSPP-2597 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>
<u>Rosemary Thurston</u>	<u>President</u>	_____
<u>Jowel C. Laguerre</u>	<u>Secretary</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 18th day of July 2012-13, by the Governing Board of Solano Community College District of Solano County, California.

I, Jowel C. Laguerre, Clerk of the Governing Board of Solano Community College, 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 thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) July 19, 2012
(Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE DISTRICT AND THE
FOUNDATION FOR COMMUNITY COLLEGES

REQUESTED ACTION: APPROVAL

SUMMARY:

A renewal agreement dated July 1, 2012 through June 30, 2015 between Solano Community College and the Foundation for California Community Colleges for the use of College facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair's Smog Referee and Student Technician training program is being presented to the Governing Board for approval. Solano Community College will provide on-campus facilities for the training and will receive \$36,000 for the entire term of the agreement (\$12,000 per year).

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 the School of Career Technical Education and Business.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$12,000 per year revenue
CEO 2012-13 Goals: Explore and acquire alternative sources of revenue*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maire Morinec, Dean
School of Career Technical Education and Business

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

July 5, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



INTERAGENCY AGREEMENT

between

SOLANO COMMUNITY COLLEGE

and the

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)

(“SITE LICENSE”)

SUMMARY

Solano Community College (“COLLEGE”) grants a site license to the Foundation for California Community Colleges, a California nonprofit 501 (c)(3) corporation, (the “FOUNDATION”) for the use of College facilities in support of the State of California, Department of Consumer Affairs, Bureau of Automotive Repair’s (“BAR”) Smog Referee and Student Technician training program.

BACKGROUND

BAR is the nation’s foremost automobile regulatory system. The FOUNDATION has entered into an agreement with BAR (the “BAR Agreement”) to operate, at multiple sites, a Smog Check Referee and Student Technician Training Program (the “Program”). The goal of the FOUNDATION is to help improve air quality in California, while training college students in critical technical services that provide economical solutions to citizens, consumers, and taxpayers related to vehicle ownership and a safer and healthier living environment. Accordingly, the Program will provide a network of referees to hear complaints from consumers who were unable to obtain smog certificates for their vehicles, negotiating reasonable results in those disputes, and train student technicians to perform the necessary technical services of California’s Smog Check Referee Program. Funds earned through the Program may be used by the FOUNDATION through grants to enhance the educational programs of the California Community College system.

AGREEMENT

COLLEGE hereby grants to the FOUNDATION a license to use the COLLEGE facilities and equipment necessary to conduct the Program (“Site License”). The effective date of this Site License is July 1, 2012. The term of this Site License is from July 1, 2012 through June 30, 2015.

The FOUNDATION and COLLEGE mutually agree to the following terms and conditions:

Article I Responsibilities of COLLEGE

A. Site

1. COLLEGE will provide a Site, as described in Attachment I "Site Requirements" attached hereto and incorporated by referenced, for a Smog Check Station at which the smog check referee will perform the functions described Attachment II "Referee Site Functions & Referee Duties" attached hereto and incorporated by reference.
2. The FOUNDATION and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.
3. The FOUNDATION and BAR will have ready access to Site to make such modifications to Site as described in Attachment III "Site Modifications" attached hereto and incorporated by reference. All improvements to the structure, including the installation of equipment that is physically attached to, bolted to, or screwed to, or contained within the structure shall become property of the College. All additional requests for Site modifications shall be submitted in writing to the COLLEGE President or designee. The COLLEGE President or designee shall approve such requests in writing within thirty (30) calendar days from the date of the request. Such approval shall not be unreasonably withheld.
4. COLLEGE will provide the FOUNDATION and Program staff with open access to the Site on the days and times specified in Attachment I "Site Requirements," during which the functions and duties of Attachment II "Referee Site Functions & Referee Duties" will be performed.
5. COLLEGE will maintain the Site in compliance with Attachment I "Site Requirements." The surrounding land adjacent to the Site shall be the responsibility of COLLEGE.
6. COLLEGE will supply campus and area maps, directions, and other Site information to the FOUNDATION within ten (10) business days of execution of this Site License, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. COLLEGE will have one (1) program representative (the "College Representative"), who will be the key point of contact between COLLEGE and the FOUNDATION. The College Representative will be readily available to communicate with the FOUNDATION by phone, letter, and electronic mail.

College Representative Contact Information

Name: Maire Morinec, Dean, School of Career Technical Ed. & Business
Address: 4000 Suisun Valley Road, Fairfield, CA 94534-3197
Phone: (707) 864-7155; (707) 864-7000 Ext. 4468
Email: maire.morinec@solano.edu

Article II Responsibilities of the FOUNDATION

A. Site

1. Pursuant to the BAR Agreement, the FOUNDATION will provide equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the Site, including:
 - a. Testing and marketing equipment and supplies:
 - i. If COLLEGE is in an Enhanced Area of the state, or if COLLEGE is in a Basic Area of the state as defined in Attachment V "Definitions" attached hereto and incorporated by reference and provides to its students BAR 97 training, COLLEGE will give the FOUNDATION access to COLLEGE'S Emissions Inspection System.
 - ii. All Sites will be equipped with diagnostic equipment, tools, books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment, and general office supplies for use by FOUNDATION staff.
 - iii. The FOUNDATION will manage the provision to COLLEGE of brochures and other pamphlets for the general public.
 - b. Appropriate computing and telecommunication lines and equipment at the Site, where necessary.
2. The FOUNDATION will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at three million dollars (\$3,000,000) combined single limit. The FOUNDATION will designate the COLLEGE, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to COLLEGE appropriate Certificates of Insurance and endorsement.

B. Personnel

1. The FOUNDATION will provide a Program Director to oversee the Program. The Program Director will be the primary contact of the College Representative. The Program Director will be readily available to communicate with the College Representative by phone, letter, and electronic mail.

Mark Carlock
Director, Air Quality Programs
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95814
Phone: (916) 709-8011
Fax: (626) 338-3225
Email: mcarlock@foundationccc.org

2. The Referee is an employee of the FOUNDATION and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. Commencing on July 1, 2012, the FOUNDATION will pay to COLLEGE the sum of one thousand dollars (\$1,000.00) per month for the use of the Site and equipment as permitted herein. The fee will be due on the first day of each month during the term of this Site License.

The check should be made payable to:

Solano Community College

and mailed to:

**Attn: Maire Morinec
4000 Suisun Valley Road
Fairfield, CA 94534-3197**

2. The FOUNDATION reserves the right to withhold the facilities equipment and licensing fee payments to COLLEGE if COLLEGE'S performance does not comply with the terms of this Site License.

Article III General Provisions

This Site License hereby also incorporates by reference Attachment IV "General Provisions."

SIGNATURE PAGE TO FOLLOW

In witness whereof, the Parties hereto have executed this Site License per the dates and signatures below:

SOLANO COMMUNITY COLLEGE

By: _____

Print Name: Jowel C. Laguerre, Ph.D.

Title: Superintendent-President

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT I

Site Requirements

1. Access and Hours of Operation. COLLEGE will provide access to the Site for the days and hours specified below. COLLEGE will be responsible for opening any gate or exterior entrances to the Site in addition to opening automotive technology.

Site will be open for Operation: Monday- Friday, 7 am to 5 pm

2. Automotive Lane. Access to an automotive bay/lane either in, or close to, automotive technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.
3. Office Space. Adequate space to close the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. Where possible, the furniture and equipment shall be located in a separate area that can be locked at the end of each day.
4. Site and Equipment Maintenance. COLLEGE will maintain the Site building and surrounding grounds. COLLEGE and the FOUNDATION will keep the facility clean at all times. If either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.
5. Parking. Two (2) parking spaces for waiting vehicles, one (1) suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with COLLEGE, but need not be in immediate proximity to automotive technology.
6. Signage. The FOUNDATION will provide sandwich board signs and one (1) building sign to direct customers to the Site. The FOUNDATION will work with COLLEGE to ensure the signs meet the specifications required by COLLEGE.
7. Customer Waiting Area. The COLLEGE will provide space for a customer waiting area, or access to the campus lounge or cafeteria. The FOUNDATION will ensure that customers are restricted to the designated areas at all times.

The customer waiting area is currently designated: in the Referee Facility, located in Bldg. 1800A.

8. Restrooms. COLLEGE will provide reasonable access to restroom facilities for FOUNDATION staff and customer use. The restroom facilities must meet ADA standards. COLLEGE will ensure regular maintenance and upkeep of the public restrooms, including keeping the restrooms stocked with adequate paper supplies.
9. Security. COLLEGE will specify what type of security is currently in place at the Site and what the basic security requirements are for COLLEGE. The FOUNDATION will supplement the security as deemed necessary by both parties.
10. Safety. COLLEGE and the FOUNDATION will ensure that Site is free from hazards to the public.
11. Availability. Pursuant to the BAR Agreement, COLLEGE will make Site available for training and others purposes at BAR's discretion.

ATTACHMENT II

Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles.

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment, assisting customers, performing stationary vehicle inspection, recordkeeping, and data entry, as well as other services.

Referee Duty Statement

The Referee is responsible for the daily operations of the Site. In principle, these functions should be the same for all locations. The Referee's responsibilities include, but are not limited to, the following in accordance with the Smog Check Referee Program Policy and Procedure Manual:

1. Overseeing daily Site operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from Program Director that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing Student Technicians and evaluating their performance. Applicants enrolled as students at COLLEGE will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The FOUNDATION will assume all liability for Student Technicians, and hold harmless COLLEGE, and its employees and representatives, in any legal actions regarding Student Technicians while performing the scope of their duty as a Student Technician.
8. Supervising the Student Technicians in all daily tasks.
9. Maintaining Site records on all actions, and issuing all required reports.
10. Ensuring the cleanliness and maintenance of the Site, and of the machines used by the Referee Student Technician Training Program.
11. Interacting with the customers and displaying a high level of service.
12. Performing all testing procedures and engaging in required referee actions.
13. Performing other functions as required.

ATTACHMENT III

Site Modifications

COLLEGE and the FOUNDATION agree that the following modifications will be made to the Site by the FOUNDATION:

None.

ATTACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between COLLEGE and the FOUNDATION, each party agrees to file a "Notice of Dispute" with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of filing the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the FOUNDATION will remove all of its property from COLLEGE within fourteen (14) calendar days of the declaration of impasse. All COLLEGE facilities and equipment will be left in fully operational condition, with full containers of calibration gases and "zero" air, and filters to continue operations. In the event of any default or breach by COLLEGE, the FOUNDATION will pay COLLEGE only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Indemnification

The FOUNDATION will indemnify, defend and hold harmless COLLEGE, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by the FOUNDATION; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by the FOUNDATION or its employees, subcontractors, or any person or entity for whom the FOUNDATION is responsible. Such defense and payment will be conditional upon COLLEGE notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. COLLEGE will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

DISTRICT will indemnify, defend and hold harmless the FOUNDATION, and its directors, officers, agents, employees and successors against any and all third party losses, liabilities, claims, actions, suits, proceedings, penalties, fines, costs or expenses, including but not limited to, reasonable attorneys' fees and costs, resulting from, arising out of, or connected with (a) any breach of this Site License by DISTRICT and/or COLLEGE; or (b) any willful misconduct or negligence act or omission in the performance of responsibilities under this Site License by DISTRICT and/or COLLEGE or its employees, subcontractors, or any person or entity for whom DISTRICT and/or COLLEGE is responsible. Such defense and payment will be conditional upon DISTRICT and/or COLLEGE notifying the FOUNDATION of any such claim in writing and tendering the defense thereof within a reasonable time. The FOUNDATION will reasonably cooperate in the defense and in any related settlement negotiations, and will have the right to approve or disapprove any settlement or compromise and such approval will not unreasonably be withheld or delayed.

C. Prior and Supplemental Agreements

This Site License supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Site License. To the extent that any documents conflict with the terms of this Site License, this Site License will control, unless otherwise agreed upon by both parties in writing.

D. Changes to Terms

BAR – Site License
Solano Community College

Any changes or modifications to the terms of this Site License must be agreed upon by both parties in writing. No oral understanding or agreement will be incorporated herein or binding on either party to this Site License.

E. Availability of Program Funds

1. It is mutually understood and agreed between the parties that this Site License may have been written before the appropriation of federal, state, and/or local funds, for the mutual benefit of both parties in order to avoid Program delays which would occur if this Site License was executed after that determination was made.
2. It is mutually understood and agreed between the parties that this Site License is valid and enforceable only if sufficient funds are made available to the FOUNDATION by BAR for the applicable fiscal year for the purpose of the Program and is subject to any additional restrictions, limitations, or conditions enacted by BAR that may affect the provisions, terms or funding of this Site License in any manner.
3. The FOUNDATION reserves the right, at its own option and with written notice to DISTRICT, to immediately suspend operations and payment if: (1) the State of California, the Department of Consumer Affairs or any other state agency issues IOUs to the FOUNDATION or imposes any restrictions, limitations, or conditions on the Program or this Site License; or (2) the Governor of the State of California issues an Executive Order that affects the provisions, terms or funding of this Site License in any manner.

F. Confidentiality

Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, all parties to this Site License will maintain as confidential all information obtained as a result of participating in this Site License. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

G. Assignment

This Site License is not assignable by either DISTRICT or the FOUNDATION, either in part or in whole, without prior written consent of the other party to this Site License. Any assignment without prior written consent of the other party is void.

H. Governing Law

It is agreed that the law of the State of California will govern this Site License.

I. Time Is of the Essence

The timing for performance of tasks necessary for the operations of this Site License may be changed by written agreement, after consultation between the parties. The date of completion of this Site License, and any payment amounts specified herein, may only be altered by formal amendment of this Site License.

J. Ownership of Data

BAR – Site License
Solano Community College

Data and reports developed for and under this Site License will become the property of the FOUNDATION. Such data or reports will not be disclosed without prior written permission of the Program Director.

K. Termination

This Site License may be terminated, without penalty, by either party upon providing written notice to the other party thirty (30) days before the termination date.

L. Notices

1. Notice to the FOUNDATION may be given by certified mail, postage fully prepaid, to the following person and address:

**Foundation for California Community Colleges
Director of Air Quality Programs
1102 Q Street, Third Floor
Sacramento, CA 95811**

2. Notice to COLLEGE may be given by certified mail, postage full prepaid, to the following person and address:

**Name: Maire Morinec
Title: Dean of School of Career Technical Education and Business
Address: 4000 Suisun Valley Road
Fairfield, CA 94534-3197**

3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.
4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day

M. Non-Discrimination

DISTRICT, COLLEGE and the FOUNDATION agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, marital status, race, age, physical or mental disability, color, religion, creed, or national origin or ancestry in the use or enjoyment of Site and Program, nor will DISTRICT, COLLEGE or the FOUNDATION or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of Site by the FOUNDATION. The FOUNDATION will ensure that the evaluation and treatment of employees and applicants for employment is free of such discrimination.

N. Americans with Disabilities Act

DISTRICT and COLLEGE will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and ensures equal opportunity and access for persons

BAR – Site License
Solano Community College

with disabilities, as well as applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.) and any similar local, state or federal laws. DISTRICT and COLLEGE represent and warrant that the Site, the Site building, and surrounding grounds will be reasonably accessible to persons with disabilities.

ATTACHMENT V

Definitions

Smog Check Referee Program. The Smog Check Referee Program is administered by the State of California's Bureau of Automotive Repair and the Foundation for California Community Colleges. The program serves the people of California who need assistance with a smog check or a noise test for their vehicle.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue any related employment in the public or private sector.

Business Days are defined as weekdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

Change-of-Ownership Areas are the least populated counties. Smog checks are only required when a car changes owners.

A Referee is a Foundation employee at a College Site who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment II, "Referee Site Functions & Referee Duties."

In a Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code § 27152 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students in six units of classes per semester at a California community college.

The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An "800" number will be provided for motorists' convenience.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN BAY AREA CLEAN WATER AGENCIES AND
SOLANO COMMUNITY COLLEGE DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

A renewal agreement between Solano Community College District and BACWA for special educational services is being presented to the Governing Board for approval.

SCCD Contract Education will provide credit classes, WATER 100, WATER 101, WATER 105, WATER 106, and WATER 108, for up to 30 students per class, for BACWA member organizations.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites, to be determined. Classes will begin in August 2012.

BACWA will compensate the District for all services rendered and expenses at a rate of seventy seven thousand five hundred dollars (\$77,500). 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 is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$77,500 revenue

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

July 5, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

July 5, 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 **Bay Area Clean Water Agencies**, hereinafter referred to as "BACWA."

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide credit classes, WATER 100, Wastewater Treatment I, WATER 101, Basic Chemistry for Water and Wastewater, WATER 105, Wastewater Treatment II, WATER 106, Instrumentation and Controls, and WATER 108, Water treatment II, for up to 30 students per class, for BACWA member organizations.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites, to be determined. Classes will begin in August 2012, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium Water & Wastewater Education) website.
- D. BACWA will recruit, identify and select all trainees who will participate in training.
- E. BACWA will compensate the District for all services rendered and expenses at a rate of seventy seven thousand, five hundred dollars (\$77,500). The fee for each 3 or 4 credit hour class is fifteen thousand five hundred dollars (\$15,500). The cost is inclusive of all instruction and teaching/training materials.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- G. This contract may be terminated by either party with notice of ten (10) business days.
- H. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the

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

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

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

Ben Horenstein
BACWA Executive Board Chair
375 11th Street, MS 702
Oakland, CA

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

Date _____

Date _____

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

TO: Members of the Governing Board

SUBJECT: ALTERNATIVE AND RENEWABLE FUELS VEHICLE TECHNOLOGY PROGRAM (ARFVTP), MODIFICATION

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College was awarded \$500,000 for an Alternative and Renewable Fuels Vehicle Technology Program (ARFVTP), by a California Energy Commission (CEC) AB118 grant, administered through the Employment Development Department (EDD), in June 2011. ARFVTP grant funds were accepted by the Board of Trustees on August 17, 2011.

Due to a delay in grant award receipt the ARFVTP project did not become fully operational until December 2011. The CEC and the EDD have authorized a no cost extension of the grant to operate the project for six additional months, January 2013 – June 2013. This extension will provide the time needed to serve all 320 planned student participants and fully expend the dedicated grant funds.

The ARFVTP provides critical training, at no cost to current incumbent automotive technicians and unemployed/underemployed persons with an automotive background, to service the expanding number of hybrid and electric vehicles. This innovative program also provides opportunities for partnerships with local unified school districts and Bay Area community colleges.

ARFVTP offers an excellent opportunity for SCC to be a recognized leader in state-of-the-art sustainable education and automotive technology.

*Government Code: Board Policy: Estimated Fiscal Impact: Impact: \$500,000 grant funds
 CEO 2012-13Goals extended through 6/30/2013
 Goal - 5. Explore and acquire alternative sources of revenue*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maire Morinec, Dean
 School of Career Technical Education and Business

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7155

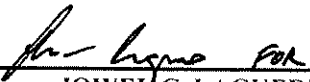
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


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

July 5, 2012
 DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL OF COMPENSATION REDUCTION
AGREEMENT BETWEEN GOVERNING BOARD AND
SUPERINTENDENT-PRESIDENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Yulian Ligioso, Vice President of Finance and Administration, will present the compensation reduction agreement between the Governing Board and Superintendent-President.

In order to support the necessary reduction in the College budget, the Board of Trustees and the Superintendent-President of Solano Community College have agreed to a specific reduction in compensation for the fiscal year 2012-2013 in the amount of \$7,350.00, effective July 1, 2012.

Government Code: Board Policy: 1016 and 2035 Estimated Fiscal Impact: \$7,350.00 Revenue
CEO GOALS 2012-2013 – Goal 5. Explore and acquire alternative sources of revenue.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7000, ext. 7209

TELEPHONE NUMBER

Administration
ORGANIZATION

July 5, 2012
DATE SUBMITTED TO



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

July 5, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE
COMPENSATION REDUCTION AGREEMENT
BETWEEN
GOVERNING BOARD
AND
SUPERINTENDENT/PRESIDENT**

In order to support the necessary reduction in the college budget, the Board of Trustees and the Superintendent/President of Solano Community College have agreed to the following reduction in compensation for the fiscal year 2012-2013:

Salary Increase: Dr. Laguerre will forego a 1% salary increase that would have taken effect on July 1, 2011.

Fund-Raising/Entertainment Allowance: The fund-raising and entertainment allowance is suspended for the 2012-2013 fiscal year.

GIVE BACKS

- | | |
|-------------------------|-------|
| • 1% increase | 2,350 |
| • Fundraising Allowance | 5,000 |

TOTAL GIVE BACKS	\$7,350
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Effective Date: This change is effective upon board approval and retroactive to July 1, 2012.

AGENDA ITEM 12. (b)
MEETING DATE July 18, 2012

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

TO: Members of the Governing Board
**SUBJECT: 2012-2013 GOALS FOR SOLANO COMMUNITY COLLEGE
DISTRICT GOVERNING BOARD**

REQUESTED ACTION: APPROVAL

SUMMARY:

Discussions and development of the annual goals for the 2012-2013 academic year began at the April 18, 2012, Board Retreat.

An Adhoc Committee of the Governing Board reviewed the draft BOT Goals presented to the Board on June 20, 2012, and made some revisions.

Approval of the attached 2012-2013 Annual Board of Trustees Goals is requested at this time.

*Government Code: 54957(b) Board Policy: 1057 and 2030 Estimated Fiscal Impact: N/A
California ECS 71020.5*

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

July 5, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

July 5, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



GOVERNING BOARD of TRUSTEES GOALS

2012-2013

Goals	Activity and Expected Outcomes	Timeline	Outcomes and Results
<p>1. Ensure fiscal stability through appropriate monitoring of reports (monthly updates).</p>	<p>a. Regularly review 320 enrollment reports b. Regularly review 311 Quarterly Reports c. Regularly review grants and foundation activities</p>		
<p>2. Advocate for the College through the Educational Foundation, Bond (if approved by the Board); and State Legislation.</p>	<p>a. Trustees shall avail themselves to the community and legislators to promote the needs and successes of the College by using talking points provided by the S/P . b. Publicly take positions on relevant education initiatives. c. Encourage and support voter registration drives on all SCCD campuses. d. Consistently inform our constituents of those measures that affect our college community and are approved by the SCC Governing Board. e. Network and collaborate with other elected officials and organizations for purposes of advocacy.</p>		

<p>3. Improve efficiency of Board meetings.</p>	<ul style="list-style-type: none"> a. Make "Items from the Board" an agenda item for all board meetings. b. Use the "Announcements" item on the agenda to communicate upcoming community and campus events. c. List under Information/Action new Items for Action (other than Policy and Budget). 	
<p>4. Monitor progress related to ACCJC recommendations.</p>	<ul style="list-style-type: none"> a. Review monthly, or more frequently, status reports on progress toward meeting ACCJC accreditation recommendations. b. Reactivate the ad hoc accreditation committee (AHAC), as needed. c. Review accreditation report with the accreditation AHAC. 	
<p>5. Support and monitor activities designed to improve and support student success.</p>	<ul style="list-style-type: none"> a. Feature student groups at Board of Trustee meetings and have students present to the board. b. At the end of each semester have presentations on: grades, retention, etc., and disaggregate data by vulnerable groups and ethnicity. c. Maintain and enhance relationship with ASSC. d. Attend and support student sponsored campus events. 	

Governing Board of Trustees GOALS 2012-2013
Submitted to the Governing Board for Information June 6, 2012
Submitted to the Governing Board for Approval June 20, 2012
Returned to Governing Board for Approval July 18, 2012

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

TO: Members of the Governing Board
**SUBJECT: SCHOLARSHIP AGREEMENT BETWEEN BRANDMAN
UNIVERSITY AND SOLANO COMMUNITY COLLEGE**

REQUESTED ACTION: APPROVAL

SUMMARY:

Brandman University, part of the Chapman University System, has established a Masters of Business Administration (MBA) program, which is accredited by the Western Association of Schools and Colleges (WASC). Its Premier Partners MBA Scholarship Program is designed to support select companies with employee training and development efforts. This program provides scholarship support for those students chosen by these companies to participate in an on-ground MBA cohort at Solano Community College at the Fairfield, California campus.

Solano Community College wishes to participate in the University's scholarship program as part of its employee educational development efforts. This agreement applies only for student enrollments in an on-ground MBA program for the fall semester, which begins August 27, 2012.

Government Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact: N/A*
CEO 2012-2013 Goals: Goal 3 – Strengthen administrative effectiveness.

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

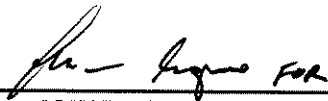
707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

July 5, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Premier Partners MBA 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 "SCC") located at 4000 Suisun Valley Rd., Fairfield, CA 94534-3197.

Recitals

WHEREAS, Brandman University has established a Masters of Business Administration (MBA) program which is accredited by the Western Association of Schools and Colleges (WASC). Its Premier Partners MBA Scholarship Program is designed to support select companies with employee training and development efforts. This program provides scholarship support for those students chosen by these companies to participate in an on-ground MBA cohort at the Fairfield, CA campus.

WHEREAS, SCC 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 on-ground MBA program for the Fall 1 session at the Fairfield campus, which begins on August 27th, 2012.
2. The University will offer and fund (5) MBA scholarships equivalent to \$285 per credit to company-designated employees who apply and are accepted into the Premier Partners MBA cohort. The Scholarship's tuition dollar amount 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.
3. Designated company 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. 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, company agrees to verify the employment status of the company's students.
4. Company 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 Company within 5 working days. Company's proposed use of Brandman's, name, logo, academic and scholarship programs will be approved by the University within 5 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:

COMPANY 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

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: Jan Legoza
Tel: 949-341-9834
Email: Legoza@brandman.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 Solano Community College:

Signature: _____
Name: Jowel C. Laguerre, Ph.D.
Title: Superintendent-President
Date: _____

Agreed by Brandman University:

Signature: _____
Name: JAN LEGOZA
Title: CFO and Vice Chancellor of Administration
Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEMORANDUM OF UNDERSTANDING, EARLY
ADVANTAGE PROGRAM, BETWEEN BRANDMAN
UNIVERSITY AND SOLANO COMMUNITY COLLEGE
DISTRICT

REQUESTED ACTION: APPROVAL

SUMMARY:

Brandman University, a private, non-profit, WASC accredited institution, is part of the Chapman University System.

Solano Community College (SCC) and Brandman University (BU) agree to partner in offering enhanced opportunities to transfer students through Brandman's Early Advantage Program (EAP). This program is intended to maximize transfer success and minimize the time and costs involved in attaining a bachelor's degree. The EAP program seeks well-prepared, high achieving transfer students and provides them with comprehensive advising and planning services and a one-time scholarship. EAP students will be able to precisely map their transfer plan to BU while continuing to take transferrable coursework at SCC.

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

July 5, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

July 5, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Memorandum of Understanding

Early Advantage Program

Brandman University and Solano Community College

Brandman University, a private, non-profit, WASC accredited institution, is part of the Chapman University System. Founded in 1861, Chapman University is one of California's oldest, most prestigious Universities. Since 1958, Brandman University has been serving the unique needs of the working adult. Brandman University offers undergraduate and graduate degrees, certificates, teaching credentials and extended education opportunities.

Solano Community College (SCC) and Brandman University (BU) agree to partner in offering enhanced opportunities to transfer students through Brandman's Early Advantage Program (EAP). This program is intended to maximize transfer success and minimize the time and costs involved in attaining a bachelor's degree. The EAP program seeks well-prepared, high achieving transfer students and provides them with comprehensive advising and planning services and a one-time scholarship. EAP students will be able to precisely map their transfer plan to BU while continuing to take transferrable coursework at Solano Community College.

Specifically:

Brandman University will:

- Provide EAP students with advising services, transfer credit evaluation, and total cost estimate prior to beginning classes at Brandman
- Develop Educational Plans based on program specific articulation
- Provide advising and information sessions at Solano Community College
- Provide a one-time scholarship opportunity for each qualifying Solano Community College EAP student
- Provide appropriate collateral for Solano Community College students, staff, and faculty (e.g. applications, catalog access, marketing materials, etc.)
- Participate in mutually agreed upon enhanced marketing, special events and activities
- Provide Solano Community College outcome data on Solano Community College EAP transfer students annually including: Entering GPA & units, retention, time to graduation, indebtedness at graduation or departure

Solano Community College will:

- Promote Brandman's visits to Solano Community College on multiple campus calendars and on flyers
- Provide a space for BU representatives to meet with Solano Community College students
- Provide EAP information to interested students
- Provide EAP information to Solano Community College counselors
- Provide transfer advice for students wishing to transfer to BU
- Participate in mutually agreed upon enhanced marketing, special events and activities
- Provide other mutually agreed upon academic and student services to ensure that the transition from Solano Community College to BU will be seamless for EAP students

EAP MOU Guidelines

The Early Advantage Program allows students who are currently enrolled at Solano Community College the opportunity to be admitted to selected Brandman University undergraduate programs while taking transferable coursework that is designated within a program-specific articulation agreement. This coursework will be directly applied to the student's BU undergraduate Academic Program.

Policy guidelines for this Agreement are as follows:

- I. **A Signed Agreement:** A signed EAP agreement between BU and Solano Community College shall be in place. This EAP agreement between Solano Community College and BU will remain in effect for one year and shall automatically renew unless cancelled by either party. Cancellation shall be made in writing with 30 days notice. This agreement pertains only to selected undergraduate degree programs at Brandman University.
- II. **Scholarship Opportunity: Early Advantage Program "Summer Break" Scholarship** Solano Community College students meeting eligibility requirements and who complete the EAP Supplemental Agreement shall be entitled to waive the cost of one summer class following their first attended session at Brandman University. Students must complete the EAP Agreement, complete the Undergraduate Application and meet with their Brandman academic advisor who will determine the student eligibility for the award. The scholarship applies to tuition only and is not applicable to any other student fees or books and may not be combined with any other Brandman specific scholarship. The scholarship may be redeemed only during the summer trimester at Brandman University. Scholarships will be available for students who complete the EAP Supplemental Agreement and meet with their Brandman academic advisor during the 2012-2013 academic year.
- III. **Eligible EAP Applicants:** Solano Community College students will be admitted according to the BU catalog admissions requirements. According to Brandman University's catalog, BU will accept students with a cumulative GPA of 2.0 or greater.
- IV. **Brandman Web Advisor Access:** EAP Students will receive access to BU Web Advisor, a Brandman email address, as well as access to other approved resources. Through the BU Web Advisor, EAP Students will be able to access their Program Evaluation, Transfer of Credit, Change of Address, etc.
- V. **Advising:** EAP Students will be assigned a BU Academic Advisor that can support the EAP student on such advising issues and course selection decisions.
- VI. **Catalog in Effect:** The BU catalog assigned to EAP students is determined by the date of formal admission to the Early Advantage Program. EAP students must meet the degree requirements of the catalog under which they are admitted or may select a later catalog for a year in which they are enrolled.
- VII. **Matriculation to BU:** EAP students are eligible to transfer to BU under the EAP any time up to one year after their last term of attendance at Solano Community College up to a maximum four (4) years after their initial Early Admit status at BU. Once students are ready to transfer, they must complete the Transfer

Request Form. EAP students must also submit a formal "Change of Location" notification to both BU and Solano Community College and must document a current cumulative GPA of 2.0 or higher. Upon matriculation, Early Advantage Students will assume regular Brandman student status.

Program Specific Articulation

Brandman provides full articulation to the follow programs:

- * Applied Studies - BA
- * Business Administration - BA
- * Criminal Justice - BA
- * Early Childhood Education – BA
- * Legal Studies - BA
- * Liberal Studies, Multiple Subjects Teaching - BA
- * Liberal Studies, Culture & Media - BA
- * Organizational Leadership - BA
- * Psychology - BA
- * Social Science - BA
- * Sociology - BA

Memorandum of Understanding

EARLY ADVANTANGE TRANSFER AGREEMENT

SOLANO COMMUNITY COLLEGE

AND

BRANDMAN UNIVERSITY – FAIRFIELD/TRAVIS AFB CAMPUS

Effective date: July 1, 2012

This agreement is entered into on this July 1, 2012.

Gary Brahm, Chancellor
Brandman University

Saskia Knight, Vice Chancellor of Enrollment and Student Affairs,
Brandman University

Janice Legoza, CFO and Vice Chancellor of Administration
Brandman University

Jowel Laguerre, Superintendent/President
Solano Community College

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

TO: **Members of the Governing Board**

SUBJECT: **NEOGOV APPLICANT TRACKING SYSTEM CONTRACT**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

At the June 20, 2012, Board meeting, Charo Albarran, Interim Director of Human Resources, presented to the Governing Board the capabilities of NEOGOV, an automated applicant tracking system for information.

NEOGOV offers more functionality and reporting capabilities at a much lower price. NEOGOV is a Web-based system that does not require any additional staffing or annual costs for system upgrades. The implementation time is reduced by one month and additional training hours are included in the service. The system has over 90 reports already built in and adhoc reporting can be created without paying an additional fee which is an immediate need of the College to comply with equal employment opportunity (EEO) plans.

	<u>NEOGOV</u>	<u>PeopleAdmin</u>
Annual Total Cost	\$7,495.00	\$24,520.00

Approval is requested at this time.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$7,495</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE

Charo L. Albarran, Interim Director
 Human Resources Manager

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7122


TELEPHONE NUMBER

Administration

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

July 5, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2012, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the **Solano Community College, CA** a public entity acting by and through its duly appointed representative ("Customer").

1. Provision of On-line Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) NEOGOV's logos, including the "powered by" logo, may appear on the "employment opportunities", "job description" and other pages of Customer's web site.

(b) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(c) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks shall both be displayed on and through NEOGOV's system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants

Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

5. **NEOGOVS Representations and Warranties.**

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret

("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of California, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. Liability Limitations.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination.**

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein (“Initial Term”).

(b) This Agreement may be renewed for additional terms (“Renewal Term”) equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer’s data contained in NEOGOV’s system. The structure of the relational database will be specific to the Customer’s data and will not be representative of the proprietary NEOGOV database.

10. **Payments.**

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure.** NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV’s reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.** Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement

constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of California, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: _____

Print Name: Jowel C. Laguerre, Ph.D.

Title: Superintendent-President

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Order Form

EXHIBIT A – ORDER FORM

Customer: Solano Community College, CA		Bill To:	
		Attention To:	
		Address:	
		Phone:	
		Email:	
Quote Date:	4/2/12	Revision:	1
Valid From:	4/2/12		
Valid To:	7/31/12	Order Number:	
Requested Service Date:	TBD	Initial Term:	12 Months w Annual Renewal Option

Order Summary:

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
1.0	Insight Enterprise Edition		
1.1	Subscription License	\$7,000.00	
1.2	Provisioning		\$2,500.00
1.3	Training		\$2,500.00
2.0	Optional: HigherEdJobs.com Integration (also charged a \$495 fee plus job postings from HigherEdJobs.com)	\$495.00	
3.0	Optional: Position Control Integration ²	\$3,000.00	\$6,000.00
4.0	Optional: New Hire Integration ³	\$1,500.00	\$3,000.00
Sub Total:		\$11,995.00	\$14,000.00
Order Total:		\$25,995.00	

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

² Position Control Integration

NEOGOV offers a standard position integration that provides an ongoing update of position control data from your HRIS system to Insight Enterprise. This data will be used to populate the requisition form and hire form with position control information once the position number is entered into the requisition form or hire form. The data included can include information such as the position code (position number), position title, status (active/inactive), FTE, headcount, department, division, bargaining unit, standard hours, and job type. This integration is offered as a scheduled batch file process and can be scheduled to run weekly, daily, or multiple times per day. More detailed information is available in the NEOGOV Position Integration Guide.

³ New Hire Integration

NEOGOV offers a standard new hire integration that automatically exports a file of hires to be sent to an FTP site for processing into your HRIS system. Hires include any new hires, rehires, or promotions that have been entered into Insight Enterprise. The data exported is configurable to include the fields that you specify. This can include data such as name, address, gender, ethnicity, SSN, date of birth, hire date, classification code, department code, salary, and custom form fields that your staff create for the hire transaction and enter into the hire personnel action form. This integration is offered as a scheduled batch file process and can be scheduled to run weekly, daily, or multiple times per day. More detailed information is available in the NEOGOV Insight Enterprise Integrations Guide.

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM

* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- NEOGOV will conduct eight hours of on line instructor led training. NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
 - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production

- Configure printable job bulletin
- Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
- Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

Order Form

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price is payable within thirty (30) days of the execution of this Order Form and Service Agreement. (\$11,995.00)

Software Provisioning

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$11,500.00)

Training

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$2,500.00)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>		<u>NEOGOV, Inc.</u>	
Signature:	_____	Signature:	_____
Print Name:	Jowel C. Laguerre, Ph.D.	Print Name:	_____
Title:	Superintendent-President	Title:	_____
Date:	_____	Date:	_____

Applicant Tracking Systems Comparison NeoGov v. PeopleAdmin

The Solano Community College Human Resource Staff has participated in demos for both NeoGov and People Admin. It is the opinion of the HR staff that both online applicant tracking systems would solve serious process inefficiencies within the workflow for recruitment for the college. Originally, SCC contracted with PeopleAdmin version 5.8 and the integration product migrate recruitment data into the Banner system. Recently the College upgraded to version 7.0 paying an additional \$4,250. The college has been paying 24,520 annually but has not had the staff to implement the system. Additionally, there were some concerns that the PeopleAdmin system may not meet the needs of the college at this time. The HR staff began to look at other options based on these criteria: 1) Cost 2) Implementation time and process 3) Applicant Experience 4) Usability and configurable.

We reviewed the NeoGov Applicant Tracking System and felt that it was more suited to the specific needs of this campus. By using NeoGov it resolves the need to request high IT resources. NeoGov is a web-based system that does not require any additional staffing or costs for upgrades. There will be a need for IT support to integrate NeoGov to Banner. Our IT staff will have work with NeoGov to negotiate where the files from their system should go in Banner. NeoGov also provides additional functionality and the necessary reports needed at a much lower costs.

Using Neogov, however, may set the tone for the applicant that the College is a governmental environment.

PeopleAdmin also provides an excellent product. This system is configurable as workflows can be established for both staff and faculty positions with built in reminder system called "watchlist". The system however does not include a scheduling module. However, it does allow the applicants to provide an electronic signature. If the College continues to utilize PeopleAdmin, we will not be able to get started on implementation until early 2012, will require additional IT staff committed to this project and the project can take 12 weeks or more. Additionally, PeopleAdmin is releasing additional modules/upgrades for additional fees.

Using PeopleAdmin may set the tone for the applicant that the College mirrors organizations in the private or higher education sector.

Cost Comparison NeoGov vs. People Admin

Cost	NeoGov	People Admin
License Subscription	\$ 7,000.00	
HigherEd job posting integration	\$495.00	
Enterprise Applicant Tracking Module		\$ 15,680.00
Enterprise Position Description Module		\$ 7,840.00
Integration Maintenance Fee		\$ 1,000.00
Upgrade Costs		\$4,250
One Time Set up Fee	\$2,500.00	
Training	\$2,500.00	
Annual Cost Total	\$ 7,495.00	\$24,520.00
Additional Known Costs	\$4,500.00	\$4,250.00
Initial Cost to Start	\$ 11,995.00	
Total Cost Paid for Fiscal Yr 2011-2012		\$28,770.00

NEOGOV	People Admin
Annual Subscription is all inclusive. There are no additional or hidden costs. System enhancements are included and done quarterly	*Charges extra for new releases (PeopleAdmin 7) and modular based components of the system (\$4,250)
Never increase the annual license fee for any current customer	Raises annual license every 1-2 years
	Might be a cost associated to upload any additional Job descriptions not uploaded during the Upgrade Process.
Everything in the Online Job Application/ Tracking solution is 1 system	Modular Components for additional costs: Applicant Tracking (\$15,680) and Position Description (\$7,840) description management

***Upgrade Package includes:**

- 1 full day onsite to develop project plan
- 10 hours additional consulting to continue the consulting dialogue
- 6 hours person to person training delivered remotely
- Movement and maintenance of 5.8 site to a different URL
- Data Transfer of user accounts and templates into PA 7

Implementation Time Comparison NeoGov vs. PeopleAdmin

	NeoGov	People Admin
Implementation		
Implementation	3 weeks	12 Weeks approx.
User Testing	5 hours a week/2 weeks	3 Weeks
Training	10 hrs. a week/3 weeks	6 hours person to person
User Involvement	3-6 hrs. per week for 6 weeks	8 Weeks

NeoGov has a three stage implementation process:

Stage I: Create Project Plan, Design Training

-Organize deliverables such as notice templates and disposition codes

Stage II: Training (practice)

Stage III: User Testing

Stage IV: Configure system in Production

PeopleAdmin has a four stage implementation process:

- 1. Service Preparation (Create Project Plan, systems Analysis, Base Site Build, Migrate/Import Data**
- 2. Service Planning: Sign off on requirements,**
- 3. Service Deployment: User Testing**
- 4. Service Transition: Rollout plan**

Functionality Comparison NeoGov vs. PeopleAdmin

NEOGOV	People Admin
90 reports built into the system and Ad Hoc Reporting Tool to create reports on demand	Comes with standard reports that can be modified based on search criteria
Can produce EEO system reports and employment information.	Can produce EEO system reports and employment information.
Provides the ability to modify/configure portions of the system to meet your agency's hiring needs	Configurable during implementation but may charge extra if additional requests are made after this period
User friendly - look and feel. Online electronic files for different portions of the system include an electronic file for applicant data , an electronic file for the recruitment, and more	Give a user friendly and inviting look on homepage for recruitment. Able to view positions right away and easy to apply
Partner with over 680 public sector agencies with whom you can network and share best practices through online discussion forums	Provide webinars, in person roundtables and conferences.
Online Job Interest Card	???
Creates Job Flyer for each recruitment	
Online Self Interview Scheduling	None
Detailed online applicant status updates throughout the recruitment process.	Applicant status is generic and they do not update until someone is hires.
Maintains a snapshot of all communications sent to applicants	Only shows the title of notice sent, no snapshots
Maintain advertising sources and costs per recruitment. Reports available for: 1. Advertising Effectiveness 2. Cost per hire 3. Applicant Outreach.	For an additional fee, Jobelephant (an ad agency) will automatically be notified to post jobs added to PeopleAdmin to our predetermined recruitment sites. They will also provide ad tracking, notifying how many views our jobs are getting and where.
See applicants flow through the recruitment process by gender and ethnicity. Evaluate	Offers additional module: Government Talent Mgmt. Solutions to monitor EEO/AA hiring

disparate impact.	practices, while complying with ADA/Section 508 accessibility requirements
Supplemental question library – can easily add and rearrange screening questions for each recruitment	Attach questionnaire to job description – must go into the job description to edit questions cannot customize this on specific posting. Cannot change order of questions.
NEOGOV University available online 24-7 for anyone involved in the hiring and selection process (training videos, training documents, monthly NEOGOV best practice conference call, user conferences, discussion forums, etc.)	With the upgrade product we will receive 6 hours person to person training delivered remotely.
Customer Support Help Line 6am to 6am PT	You can reach customer service via phone, email or online 8.5 hours a day/5 days per week.

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

TO: **Members of the Governing Board**

SUBJECT: **SECOND READING – SMOKING ON CAMPUS - POLICY
NO. 4215 - REVISED**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

The Governing Board establishes and regularly reviews broad institutional policies and appropriately delegates responsibility to implement these policies.

Revised Policy No. 4215, Smoking on Campus, has been reviewed by the Superintendent-President’s Cabinet and properly vetted through the Shared Governance Council, and reviewed by the Board Policy Adhoc Subcommittee.

Approval is requested at this time.

<i>Government Code:</i>	<i>Board Policy: 4215</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
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SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE
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Charo Albarran, Interim Director
Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

July 5, 2012
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

July 5, 2012
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

SMOKING ON CAMPUS

4215

POLICY: ~~Solano Community College District recognizes the need to provide a safe and healthy workplace and to protect employees from smoking pollution. Recognizing that smoking presents a health and safety hazard, smoking will not be permitted in any campus building.~~

The Solano Community College District is committed to providing a safe and healthy environment for its students, employees, and visitors. Because it has been determined that the smoking of tobacco and exposure to secondhand smoke pose significant health hazards, the District is hereby establishing a smoke free policy on all District property. This policy is effective as of the first day of the month following Board approval.

REFERENCES/

AUTHORITY: Solano Community College Governing Board
California Government Code, Section 7597.1
California Education Code, Section 76031, 76033(e), 7233
California Bill AB 795

BP 4215

ADOPTED: June 19, 1991
REVISED: January 21, 2004
July 18, 2012

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

TO: Members of the Governing Board

**SUBJECT: AWARD OF CONTRACT FOR SECURITY CAMERA
 INSTALLATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the recommended vendor, Technical Business Solutions, Inc., to provide installation services for new security cameras in specified locations throughout the Fairfield campus. Bid proposals were received on June 21, 2012, with a base bid amount of \$174,330.20.

There were three (3) bids submitted and received by the June 21, 2012, deadline. The review team consisting of representatives from the Facilities, Purchasing, and IT Departments; Campus Police, and Kitchell CEM reviewed and scored each bid to finalize the recommendation of the most responsive bidder.

Staff will be present to answer any questions from the Governing Board.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>	<i>Measure G Funds</i> \$174,330.20
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SUPERINTENDENT'S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Lester Young, Project Manager
 Kitchell CEM

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7176

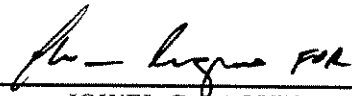
TELEPHONE NUMBER

Administration

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


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

July 5, 2012
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: CHANGE ORDER NO. 02 TO THE D. L. FALK
 CONSTRUCTION FINE ARTS BUILDING 1300
 ADDITION/REMODEL**

REQUESTED ACTION: APPROVAL

SUMMARY:

In review of the existing roof web joists of the Fine Arts Building 1300 Addition/Remodel Project, the structural engineer determined that the trusses located below the existing mechanical screen enclosure are deflecting due to overloading from potential uneven weight distribution and will need to be replaced. The structural engineer has recommended and designed replacement of 16 roof trusses to provide a structurally sound roofing system. This change order request is for the fabrication of the trusses only. Board approval is requested for Change Order No. 02 to the D.L. Falk Construction, Inc. base contract, and the revised contract amount follows:

Contract Award Amount	\$	4,099,000
Prior Change Orders		685
Change Order No. 02		21,482
Total Change Orders		22,167
Revised Contract Amount		4,121,167
Total Project Budget	\$	4,121,167

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure G Funds</i>
		\$4,121,167

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

Lester Young, Project Manager
 Kitchell CEM

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7176

TELEPHONE NUMBER

Administration

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

July 5, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

DL FALK CONSTRUCTION, INC. - FINE ARTS BUILDING 1300 ADDITION/REMODEL

COR	Description	Negotiated Amount	Reason	CO
7	Contract drawings show three (3) exterior electrical lighting fixtures at the north east corner of the building. These three (3) fixtures are not required and do not mount to the exterior canopy and therefore have been deleted from the project. The deletion of these lighting fixtures will result in a credit to the District.	\$ (2,848.00)	Architect Error/Omission	2
16	The proposed point of connection for the new Sand Oil Interceptor (SOI-1) is shown on the construction documents to be located at an exterior location at the northeast corner of the building. In review of the location, the waste connections to the SOI-1 cannot be installed at the proper depth because the existing drain line is not at the proper elevation. The SOI-1 was relocated in the building in Room 1306 where the waste connection will be provided at the proper depth. The new SOI-1 location requires additional concrete cutting, connection to interior trench drain, concrete doweling, and concrete pour back once the SOI-1 is installed.	\$ 2,235.00	Unforeseen Condition	2
17	In review of the existing roof web joists the structural engineer determined that the trusses located below the existing mechanical screen enclosure are deflecting due to overloading from potential uneven weight distribution and will need to be replaced. The structural engineer has recommended and designed replacement of 16 roof trusses to provide a structurally sound roofing system. This change order request is for the fabrication of the trusses only.	\$ 21,556.00	Unforeseen Condition	2
20	Additional cost for providing engineer required stamped drawings by the Truss manufacturer, will be submitted to DSA for review and approval of the replacement of new roofing trusses and include the design and structural calculations.	\$ 539.00	Unforeseen Condition	2
		TOTAL \$ 21,482.00		

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

TO: Members of the Governing Board

SUBJECT: SECOND READING – CAREER TECHNICAL
 EDUCATION (CTE) ARTICULATED CREDIT BY EXAM
 POLICY NO. 6050 - REVISED

REQUESTED ACTION: APPROVAL

SUMMARY:

The Governing Board establishes and regularly reviews broad institutional policies and appropriately delegates responsibility to implement these policies.

Revised Policy No. 6050, Career Technical Education (CTE) Articulated Credit by Exam, has been reviewed by the Superintendent-President’s Cabinet and properly vetted through the Shared Governance Council, and reviewed by the Board Policy Adhoc Subcommittee.

Approval is requested at this time.

<i>Government Code:</i>	<i>Board Policy: 6050</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
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SUPERINTENDENT’S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

J. Arturo Reyes, Executive Vice President
 Academic and Student Affairs

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707 864-7102

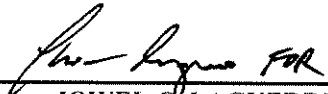
TELEPHONE NUMBER

Academic and Student Services

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

July 5, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

CAREER TECHNICAL EDUCATION (CTE) ARTICULATED CREDIT BY EXAM
~~TECH PREP ARTICULATION CREDIT BY EXAM~~

6050

POLICY: Solano Community College will grant credit, *and record a letter grade*, to *for* a student completing *who completes* an approved high school *Career Technical Education (CTE)* articulated course *with an "A" or "B" grade* and who satisfactorily passes an *approved comprehensive* examination with a grade of "C" or better, which is approved or conducted by proper authorities of the college. Such credit will be granted under the following conditions:

- ~~A. The nature and content of the examination shall be determined solely by faculty in the discipline that normally teaches the course and the faculty shall determine that the examination adequately measures mastery of the course content as set forth in the outline of record. Solano Community College faculty will consult with high school faculty and set explicit criteria for the examination.~~
- ~~B. The student must initiate the credit granting process by enrolling at Solano Community College, completing at least one Solano Community College course, and submitting the Tech Prep Articulated Credit Request form to the Admissions and Records Office.~~
- ~~C. The transcript will be annotated with the name of the course and a statement indicating that the credit earned was through Credit by Examination.~~

~~Modifications to standard credit by exam process for Tech Prep credit by exam students includes:~~

- ~~A. Waiver of customary 12-unit requirement prior to taking exam.~~
- ~~B. Waiver of customary fee for credit by exam.~~

**REFERENCES/
AUTHORITY:**

California Education Code, Section 55753 and 55753.5

BP 6050

ADOPTED: December 5, 2007
REVISED: July 18, 2012

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NEW FACULTY JOB DESCRIPTION – REGIONAL AND INTERNATIONAL OUTREACH COORDINATOR

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Regional and International Outreach Coordinator is a new sixty percent (60%) released-time assignment. This position has been created to develop, maintain, and manage a three-year plan for the SCC Regional and International Fire Technology Outreach Program.

Government Code: *Board Policy:* *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

July 5, 2012
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 5, 2012
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Regional and International Outreach Coordinator (60% release/reassign position)

Definition: The Regional and International Outreach Coordinator for Fire Technology and will report directly to the Dean of the Vacaville Center. The Dean will have sole supervisory responsibilities regarding this coordinator position and any related programs and budget.

Duties and Responsibilities:

- Develop a written Three Year Plan for SCC Regional and International Fire Technology Outreach Program;
- Update Three Year Plan as needed. Monitor and report actual results of plan to assure that plan reflects successful strategies;
- Identify and develop regional and international training partnerships and opportunities in Fire Technology;
- Coordinate with the Office of Workforce and Economic Development to develop programs and partnerships. The Office of Workforce and Economic Development will be responsible for negotiating and finalizing contract education agreements for Regional and International Training programs from a financial perspective;
- Submit to the Vacaville Center Dean a monthly summary of outreach activities.
- Research and write strategic proposals and grants, with input from the Dean of the Vacaville Center and the Director of Economic and Workforce Development for regional and international education and training activities and programs in Fire Technology.
- Seek technical help in designing and maintaining a Solano Community College Regional and International Outreach Website capable of translation in Spanish, French, Portuguese, and other site specific languages.
- Supervise Federal Work Study students, when applicable.
- Coordinate activities with and maintain program articulation with the Solano Community College Director of Workforce and Economic Development.
- Establish the Fire Technology Advisory Committee for Regional and International Outreach to include members from throughout the Greater Bay Area and Hawaii and Island Nations west of Hawaii.
- Coordinate activities with the USDA-Forest Service Region 5 Office on Mare Island.
- Attend meetings as required.

Adopted: _____

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

TO: Members of the Governing Board

SUBJECT: NEW JOB DESCRIPTION – ADMINISTRATIVE LEADERSHIP GROUP (CLASSIFIED MANAGER) – EXECUTIVE DIRECTOR OF WORKFORCE AND ECONOMIC DEVELOPMENT

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

The Workforce and Economic Development Executive Director job description is a newly created position that will be categorically funded and self-supporting. The Executive Director will be responsible for generating revenues to cover all expenses, including all salaries and benefits associated with this office. This position will allow the Contract Education unit to become totally self-sufficient while focusing on further development of the programs to better serve the community.

Placement on the Administrative Leadership Group Salary Schedule will be Range 45.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Self-supporting</i>
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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

July 5, 2012
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

July 5, 2012
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

**CLASS TITLE: EXECUTIVE DIRECTOR, CONTRACT EDUCATION,
WORKFORCE & ECONOMIC DEVELOPMENT**

BASIC FUNCTION:

Under the direction of the Executive Vice President of Academic and Student Affairs, plan, organize, coordinate and direct the Office of Workforce & Economic Development, a self-supporting and revenue-generating business function which markets, designs and delivers training and development services through Contract Education services and provides income for the District.

The office and classified administrative position are expected to be categorically funded and self-supporting: The director is responsible for generating revenues to cover all expenses, including all salaries and benefits associated with this office.

DISTINGUISHING CHARACTERISTICS:

This position will be funded contingent upon meeting a minimum standard of categorical self-funding and revenue generation.

REPRESENTATIVE DUTIES:

Provide for overall development of workforce and economic development including program leadership, planning, implementation and accountability for programs in assigned areas of responsibility.

Provide strategic direction, using an entrepreneurial approach, to develop and implement contract education programs and services to corporate, governmental and not-for profit partner organizations.

Establish and implement program goals, objectives, three years plans and service area outcomes collaboratively as directed by supervisor.

Develop and manage partnerships with local business, industry and agencies, including other educational institutions and regional and state workforce and economic development organizations as needed to fulfill contract education outcomes.

Design, implement and manage customized contract education program, including workforce development training. Education and training may be credit or not for credit, short-term or long-term, and designed for a wide range of industries and occupations. Contract Education Programs may be for local, regional, state-wide and/or international organizations and students.

Identify and provide training for credit and not-for-credit faculty, staff and consultants performing contract education assignments in accordance with District guidelines and applicable

collective bargaining contracts. Collaborate with Academic deans as necessary to evaluate assigned staff, consultants and not-for-credit faculty in accordance with District guidelines and collective bargaining contracts.

As directed by supervisor, develop an annual budget for assigned areas; manage, monitor and administer assigned budgets; review expenditures and submit for authorization according to established policies; write and monitor contracts and invoices related to Workforce and Economic Development to include contract education; and direct the preparation, maintenance and appropriate distribution of records, reports, statistics and budget information.

Write contract education proposals and grant applications as assigned. Negotiate and write initial agreements for District approval to secure resources necessary to operate and maintain a self-supporting revenue-generating program.

Develop, employ, and assess customized evaluation tools for non-credit contract education programs, instructors, curriculum, materials, etc.

Develop, implement and assess customized assessment tools for business, industry and agencies to assess employer and employee training and development needs. Interpret results to assure that education, training and development interventions are appropriate for clients and serving the District interests.

Establish and maintain collaborative working relationships with college departments, other community colleges and educational institutions, community based organizations and workforce development agencies as needed in support of the Contract Education Program. Obtain direction and consent of appropriate Instructional Dean(s) to develop any credit programs and credit curriculum and to hire all college faculties for contract education assignments.

Develop business and marketing plans.

Research local and regional labor market trends. Communicate with local economic development agencies and cities to maintain awareness of new and closing companies. Communicate with leaders in the private and public sectors to determine needs for new contract education programs; respond to requests for education and training from external agencies and businesses; make presentations about contract education opportunities and capabilities to individuals and groups.

Develop and write grants as assigned related to contract education for local and regional business and industry, especially if related to regional workforce and economic development projects and partners.

Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- Techniques and approaches to developing proposals, grants, contracts and initiatives to generate revenue.
- Program goals and objectives of Workforce & Economic Development.
- Knowledge of initiating, qualifying, consulting and relationship management with business and industry in a competitive environment
- Experience in developing coordinating, implementing and evaluating instructional programs.
- Research, data collection and occupational trends
- Marketing principles and strategies in an educational setting
- Principles and practices of team-building, supervision, and training resulting in a customer focused work team.
- Principles and practices of planning and decision making.
- Budget development and management
- Policies and objectives of assigned program and activities.
- Applicable sections of the State Education Code and other applicable laws.
- Ability to write proposals, grant applications, and reports with clarity and precision.
- Interpersonal skills using tact, patience and courtesy.
- Public speaking techniques.
- Diversity/Equal Opportunity policies and practices that lead to increase understanding to, and respect for diverse cultural groups, women, and the disabled.

ABILITY TO:

- Plan, organize, coordinate and direct Workforce & Economic Development and manage budget and financial records.
- Evaluate Workforce & Economic Development staff, instructors, contractors, and consultants.
- Hire, train, supervise and evaluate personnel.
- Organize, develop and coordinate Workforce & Economic Development program activities.
- Design, develop and implement programs, projects, workshops, and events in response to college and community needs and interest.
- Recruit instructors, trainers, consultants, and workshops leaders for Workforce & Economic Development.
- Communicate effectively both orally and in writing.
- Plan and organize work.
- Meet schedules, revenue targets, goals and deadlines.
- Analyze situations accurately and adopt an effective course of action.
- Establish and maintain cooperative and effective working relationships with others.
- Maintain a good sense of humor.

EDUCATION AND EXPERIENCE:

Bachelor's degree (preferred in business, management, public administration, or related field) and three years' experience in related activities or the equivalent.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT SOLANO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL MASTER PLAN UPDATE

REQUESTED ACTION: INFORMATION

SUMMARY:

Daniel Iacofano, of MIG, Inc., will update the Governing Board on the Solano Community College District Educational Master Plan.

*Government Code N/A Board Policy: 1003, 6100 Estimated Fiscal Impact: \$ N/A
CEO Goal 2012-13: Ensure implementation of the Master Plans and related potential sources of revenue to support them*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Arturo Reyes, Executive Vice President
Academic and Student Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

July 5, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

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

July 5, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: UPDATE BY THE LEW EDWARDS GROUP
REQUESTED ACTION: INFORMATION

SUMMARY:

The Lew Edwards Group has been advising the District through the information phase of the bond process prior to Board resolution authorizing placement on the ballot. The Lew Edwards Group is working with District staff to develop effective public relations and communication strategies, and representatives from The Lew Edwards Group will be providing an update on communications outreach.

Government Board Policy: 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 and Administration

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

July 5, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

July 5, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FACILITIES MASTER PLAN PRESENTATION BY
ARCHITECTURE/VBN

REQUESTED ACTION: INFORMATION

SUMMARY:

While the Facilities Planning continues, the District's Master Planner, ARCHITECTURE/vbn, will present the Draft Project List as earlier introduced to the Board on June 6, 2012.

Additionally, a brief overview of the June 6, 2012, presentation will be provided.

Government Board Policy: 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 and Administration

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

July 5, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

July 5, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FIRST READING OF THE DRAFT RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER

REQUESTED ACTION: INFORMATION

SUMMARY:

David Casnocha, Esq., of Stradling Yocca Carlson & Rauth will be presenting the first reading of the draft resolution of the Board of Trustees of the Solano Community College District ordering an election, and establishing specifications of the election order.

Government Board Policy: 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 and Administration

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

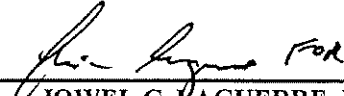
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

July 5, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

July 5, 2011
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

DRAFT RESOLUTION

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT ORDERING AN
ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE
ELECTION ORDER**

WHEREAS, Solano Community College District (the "District") provides high quality, affordable local educational programs and essential job training, re-training and workforce preparation for students of all ages; and

WHEREAS, because the U.C. and State college systems are becoming so expensive, more students are relying on community colleges, such as Solano College for the high quality, affordable college options; and

WHEREAS, in today's tough economic times and competitive job environment, the District must continue offering local residents accessible, affordable training and education in the automotive, technology, nursing, firefighting, health sciences, biotechnology and clean energy career programs; and

WHEREAS, to accommodate students in high-demand, core academic classes which facilitate transfer to a four-year university, will require investment in Solano College facilities; and

WHEREAS, the Board of Trustees (the "Board") has determined that updating academic facilities and technology to help students prepare to transfer to four-year universities; providing up-to-date academic facilities and technology to prepare students for 21st century jobs; making all buildings, classrooms and community facilities earthquake safe and accessible to people with disabilities; and improving college buildings to provide students with more affordable course options are among the highest priorities of the District; and

WHEREAS, the Board has determined that certain college classrooms, buildings, properties and facilities within the District need to be repaired, maintained, acquired, constructed, improved, furnished and equipped to enable Solano College to provide affordable, local higher education; and

WHEREAS, notwithstanding concerted and ongoing efforts by the District to obtain sufficient money from the State of California (the "State"), the State has been unable to provide the District with enough money for the District to adequately maintain and enhance Solano College facilities; and

WHEREAS, the Board has approved each of the Solano College Educational Master Plan and the Solano College Master Facilities Plan (together, the "Master Plans"), each of which sets forth the long-range strategic plans for Solano College, and prioritizes their most immediate and critical project needs; and

WHEREAS, in the judgment of the Board, it is advisable to provide additional funding for such facility, technology and basic infrastructure needs as described in the Master Plans by means of a general obligation bond; and

WHEREAS, Proposition 46, approved by the voters of the State of California on June 3, 1986 ("Proposition 46"), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those ad valorem taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which reduced the voter threshold for ad valorem tax levies used to pay for debt service or bonded indebtedness to 55% of the votes cast on a community college district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board desires to authorize the submission of a proposition to the District's voters at an election to authorize the issuance of bonds to pay for essential improvements to the District's educational facilities; and

WHEREAS, the Board determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39, which prohibit any bond money to be used for administrator salaries and other operating expenses of the District shall be strictly enforced by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Section 9400 et seq. of the Elections Code of the State of California (the "Elections Code") requires that a tax rate statement be contained in all official materials relating to the election, including any ballot pamphlet prepared, sponsored or distributed by the District; and

WHEREAS, the Board desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on November 6, 2012, and to request each of the Solano County Registrar of Voters and the Yolo County Registrar of Voters to perform certain election services for the District; and

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.*, 15264 *et seq.* and Government Code Section 53506, hereby requests each of the Solano County Registrar of Voters and the Yolo County Registrar of Voters to conduct an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount of \$348 million (the "Bonds") shall be issued and sold to raise money for the projects described in Exhibits "A" and "B" hereto. Both exhibits are directed to be printed in the voter sample ballot pamphlet.

Section 2. That the date of the election shall be November 6, 2012.

Section 3. That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit "A" and incorporated by reference herein, containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit "A" and "B" are subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other college operating expenses;

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated safety, class size reduction, class size and offerings, and information technology needs of the District;

(c) that the Board will cause to be conducted an annual, independent performance audit to ensure that the Bond moneys are expended for the projects identified in Exhibit "B" hereto;

(d) that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all Bond proceeds have been expended;

(e) that the Board will cause the appointment of a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.* and 15264 *et seq.* and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Section 5322 of the Education Code.

Section 6. That the Solano County Registrar of Voters, the Solano County Board of Supervisors, the Yolo County Registrar of Voters and the Yolo County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2012 within the District.

Section 7. That this Resolution shall stand as the “order of election” to the Solano County Registrar of Voters and the Yolo County Registrar of Voters to call an election within the boundaries of the District on November 6, 2012.

Section 8. That the Secretary of the Board is hereby directed to deliver an original or a certified copy of this Resolution to each of the Solano County Registrar of Voters and the Yolo County Registrar of Voters no later than August 10, 2012.

Section 9. That any Bonds issued pursuant to Section 15264 *et seq.* of the Education Code shall have a maturity not exceeding twenty-five (25) years, and Bonds issued pursuant to Section 53506 of the Government Code shall have maturity not exceeding forty (40) years. The maximum interest rate on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 10. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation.

Section 11. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of each of Solano and Yolo County are requested to permit the Registrars of Voters of each of Solano and Yolo County to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse each of Solano and Yolo County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

ADOPTED, SIGNED AND APPROVED this 1st day of August, 2012.

BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT

By _____
Board President

Attest:

Secretary

STATE OF CALIFORNIA)
)
SOLANO COUNTY)

I, Jowel C. Laguerre, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, which was duly adopted by the Board of Trustees of the Solano Community College District at the meeting thereof held on the 1st day of August, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary to the Board of Trustees of Solano
Community College District

EXHIBIT A

“SOLANO COMMUNITY COLLEGE CLASSROOM REPAIR, SAFETY, JOB TRAINING MEASURE. To prepare Solano County students for universities and jobs, by:

- Modernizing nursing, firefighter and bio-technology job training centers,
- Replacing aging classrooms, science laboratories, and libraries,
- Upgrading instructional technology,
- Meeting earthquake/fire safety codes,
- Improving energy efficiency, replacing aging electrical/plumbing systems,
- Acquiring, constructing and repairing facilities, sites and equipment,

shall Solano Community College District issue \$348,000,000 in bonds, at legal rates, with citizens' oversight, annual audits and no money for administrators' salaries?”

Bonds - Yes

Bonds – No

EXHIBIT B
FULL TEXT BALLOT PROPOSITION
OF THE SOLANO COMMUNITY COLLEGE DISTRICT
BOND MEASURE ELECTION NOVEMBER 6, 2012

“SOLANO COMMUNITY COLLEGE CLASSROOM REPAIR, SAFETY, JOB TRAINING MEASURE. To prepare Solano County students for universities and jobs, by:

- Modernizing nursing, firefighter and bio-technology job training centers,
- Replacing aging classrooms, science laboratories, and libraries,
- Upgrading instructional technology,
- Meeting earthquake/fire safety codes,
- Improving energy efficiency, replacing aging electrical/plumbing systems,
- Acquiring, constructing and repairing facilities, sites and equipment,

shall Solano Community College District issue \$348,000,000 in bonds, at legal rates, with citizens' oversight, annual audits and no money for administrators' salaries?"

Bonds - Yes

Bonds – No

PROJECTS

The Board of Trustees (the “Board”) of the Solano Community College District, to be responsive to the needs of students and the community, evaluated the District’s urgent and critical educational needs, including completing essential repairs to aging classrooms and college buildings to today’s health and earthquake safety requirements, and providing sufficient classrooms and science labs to offer more job training and workforce development courses and programs to students, facility maintenance, safety and security issues, class size and offerings in key disciplines such as nursing, health sciences, biotechnology, solar and clean technology fields, automotive technology, and information and computer technology, in developing the scope of projects to be funded, as outlined in the Solano College Educational Master Plan and the Facilities Master Plan, both of which are incorporated herein by reference in their entirety (collectively, the “Master Plans”). In developing the scope of the Master Plans, the faculty, staff and students have prioritized the key health and safety needs so that the most critical needs and the most urgent and basic needs and infrastructure repairs are addressed consistent with community and District priorities. The Board conducted comprehensive evaluations and considered community and District priorities and perspectives in developing the scope of college projects to be funded, as listed in the Master Plans. The Board, faculty and community leaders concluded that if these needs were not addressed now, the problems will only become more pressing and expensive. **In approving the Projects, the Board of Trustees determines that the SOLANO COLLEGE must:**

- **PROVIDE ESSENTIAL JOB TRAINING AND WORKFORCE PREPARATION for students of all ages by providing facilities for training and education in automotive technology, nursing, firefighting, health sciences, biotechnology and clean energy fields, among others.**

- **EXPAND HIGH QUALITY AFFORDABLE COLLEGE OPTIONS FOR STUDENTS TRANSFERRING TO FOUR-YEAR COLLEGE** such as Sonoma State, Cal Maritime, Sacramento State, UC Davis, UC Berkeley and others.
- **OFFER MIDDLE COLLEGE OPTIONS TO HIGH SCHOOL STUDENTS** to allow high school students to start their college work when in high school and earn an Associate's degree, saving time and money on their way to a four-year degree.
- **Increase collaborations and partnerships with private and public employers to fulfill local job training and placement needs.**

The Master Plans are on file and available for review at the Solano College President's Office and include the types of projects listed below.

**Basic Maintenance, Repair and Construction
Projects That Provide Essential Job Training for Students**

Goal and Purpose: Since it is hard to get a job in the current economy, Solano College provides essential job training and workforce preparation for students of all ages. Additional funding can support training and education in automotive technology, nursing, firefighting, cosmetology, welding, health sciences, biotechnology and clean energy fields, among others. Our job training facilities at Solano College need basic repair, renovation, or replacement. Addressing these essential maintenance, repair and new construction projects at Solano College will allow it to continue to provide high quality, affordable education to local students:

- Upgrade facilities to meet earthquake and fire safety codes.
- Update campus facilities to provide access for disabled students.
- Replace aging plumbing and sewer systems to prevent flooding, water damage and reduce future maintenance costs.
- Repair, renovate or replace aging classrooms and facilities that lack adequate heating, ventilation, air conditioning, electrical and lighting systems.
- Repair leaky roofs.
- Upgrade utility infrastructure such as electric, communications, environmental, sewer and gas systems to improve function, control and energy efficiency and to reduce energy costs.
- Modernize nursing and firefighting job training centers.

**Academic Facility and Technology Upgrade
Projects To Help Students Transfer To Four-Year Universities**

Goal and Purpose: Since the costs of attending a public university in California have risen to as much as six times that of Solano College, we need to provide a high quality, affordable, option to students transferring to a four-year university. Improvements to academic facilities and technology implementations will allow it to continue preparing students for transfer to four-year colleges or universities:

- Replace outdated science, laboratories and classrooms to equip students with the advanced skills they need to compete in the fields of science, technology, engineering, mathematics and medicine.
- Increase the capacity to offer distance learning opportunities and on-line courses.
- Expand facilities for Middle College options to high school students to allow them to earn an associate's degree so that when they graduate they are better prepared for college.

**21st Century Job Training and Projects
To Increase Collaboration and Partnerships with
Private and Public Employers to Fulfill Local Job Training Needs**

Goal and Purpose: Solano College provides essential job training and workforce preparation for students of all ages. In today's economic times, these projects will allow the District to continue offering local residents training and education in the nursing, health sciences, biotechnology, and clean energy technology fields, as well as other job training and workforce programs:

- Upgrade facilities and classrooms to meet earthquake and fire safety codes.
- Provide and maintain up-to-date technology, data and communication equipment for job-training programs and facilities.
- Renovate, repair or replace outdated laboratories, classrooms, training centers and support facilities.
- Upgrade and expand telecommunications, Internet and network connections.
- Upgrade and replace computers, hardware and software systems.
- Upgrade and replace classroom instructional equipment.
- Replace or upgrade outdated electrical systems.
- Upgrade job training classrooms for engineering skills.
- Modernize bio-technology job training facilities.
- Provide facilities for vocational engineering, cosmetology, welding and automotive technology.

* * *

The listed projects in the Master Plans will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency. In addition to the listed projects stated above, the Project List at Solano College and its several centers, also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List, payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated college activities caused by

construction projects. In addition to the projects listed above, repair, renovation and construction projects may include, but not be limited to, some or all of the following: renovation of student and staff restrooms; landscaping; repair and replacement of heating and ventilation systems; upgrade of facilities for energy efficiencies, including solar projects; construction of a new library, science building, vocational career center; repair and replacement of worn-out and leaky roofs, windows, walls doors and drinking fountains; removal of outdated buildings and construction of new classrooms and support buildings; renovation of the cosmetology building, renovation of locker rooms; installation wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; library upgrades and materials; repair and replacement of fire alarms, emergency communications and security systems; upgrading, resurfacing, replacing or relocating of hard courts, fields, turf and irrigation systems; construct or renovate campus theatre and performing arts and physical education, math and science facilities, retrofit pool; upgrade classrooms; construct new or upgrade existing parking lots or facilities; construct police training complex, maintenance building; repair, upgrade and install interior and exterior lighting systems; replace water and sewer lines and other plumbing system; construct student services buildings in Vacaville and Vallejo; build biotech center, fire training facility and child care facility in Vacaville; replace outdated security systems. The upgrading of technology infrastructure includes, but is not limited to, computers, LCD projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, laser printers, digital white boards, document projectors, upgrade voice-over-IP, call manager and network security/firewall, and other miscellaneous equipment and software.

The allocation of bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District will not be able to complete some of the projects listed above. Some projects may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND COLLEGE ADMINISTRATOR SALARIES, PENSIONS AND OTHER OPERATING EXPENSES.

FISCAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

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

TO: Members of the Governing Board

**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD HOW DO WE RATE CHECKLIST
 SUMMARY**

REQUESTED ACTION: INFORMATION

SUMMARY:

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

The Accreditation Leadership Adhoc Subcommittee will present for information the results of the second quarter “How Do We Rate Checklist” summary for April, May, and June 2012. This checklist is used as a tool in evaluating the progress of the Solano Community College District Governing Board in identifying the institution’s resolution of the Accreditation Team recommendations.

Government Code: Board Policy: 1016 Estimated Fiscal Impact: \$ N/A
CEO GOALS 2012-2013 – Goal 1 - Ensure completion of accreditation report and meet goals.

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

July 5, 2012

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

July 5, 2012

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

Name (Optional) Seven Elected Trustees Participated

Date July 18, 2012

Please check the applicable boxes in Sections A and B.

Section A: Rated by: Trustee CEO

Section B: Quarter/Date Rated

(October/November/December) January _____ *April/May/June* July 18, 2012
 (January/February/March) April _____ (July/August/September) _____

INSTRUCTIONS:

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

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

AREAS	QUESTIONS	ANSWERS	
1.	Have we created an environment in which the CEO has the power to lead the College?	Yes 7	No 0
2.	Have we delegated authority to the CEO to lead and administer?	Yes 7	No 0
3.	Are we keeping the CEO informed, adhering to the rule of "no surprises"?	Yes 5	No 2
4.	Are we honoring the CEO as the point of contact for the institution?	Yes 7	No 0
5.	Do we fully consider information and recommendations offered by the CEO?	Yes 5	No 2
6.	Are we supporting professional development for the CEO?	Yes 7	No 0
7.	Are we adhering to the standards of Board ethics?	Yes 7	No 0
8.	Are we ensuring that the CEO has the resources needed to do the job?	Yes 7	No 0
9.	Do we respect and support the CEO?	Yes 7	No 0
10.	Does the CEO always ask the Board to make major decisions with advance preparation?	Yes 7	No 0
11.	Do we alert the CEO and Board President about our concerns prior to going public with them?	Yes 5	No 2
12.	Do all Board members receive the same communications from the CEO?	Yes 6	No 1-N/A

13.	Do we make it a practice to share information and questions with other Board members and the CEO?	Yes 6	No 1
14.	Do we keep the CEO informed about our contacts in the community, discussions with legislators and other policymakers, calls from citizens or College staff, and any visits to the College as related to College business?	Yes 7	No 0
15.	Do we help the CEO in being effective by not making unnecessary demands on him or her?	Yes 7	No 0
16.	Do we provide guidance, support, dialogue, information, and feedback to our CEO?	Yes 7	No 0
17.	Do we rely on our CEO for leadership and have confidence in his or her recommendations?	Yes 7	No 0
18.	Is our time spent in governing, not managing, the institution?	Yes 7	No 0
19.	Is the Board sensitive to the concerns of students and employees while maintaining impartiality and support for the CEO?	Yes 7	No 0
20.	Do we honor the professionalism of College staff by allowing them to perform their duties?	Yes 7	No 0
21.	As trustees, do we monitor ourselves carefully to ensure that offering opinions to the CEO and staff is not construed as directions?	Yes 7	No 0
22.	When issues arise, do we question whether the decision or action we are about to take reinforce our policy role, or is it an administrative decision?	Yes 6	No 1
23.	Do the Board President and the CEO emphasize that individual Trustees' opinions are simply opinions and that the only legitimate direction to the CEO comes from the Board as a whole?	Yes 7	No 0
24.	Do we have a clear understanding as a Board of what responsibilities have been delegated to the CEO?	Yes 7	No 0
25.	Do we recognize that the Board (not a single Trustee) has the legal right to give direction to only one employee, the CEO?	Yes 7	No 0
26.	Have we done anything as a Board this quarter to foster trust? If your answer is "Yes", write on the flipside of this page what we did this quarter as a Board to foster trust.	Yes 7	No 0
27.	Do we acknowledge that the CEO directs the staff, not the Board?	Yes 7	No 0
28.	Are we willing to invest the time in planning meetings to ensure success? [generate items; develop criteria; apply criteria]	Yes	No
29.	Do we model the behaviors that the Board values? [consensus building? starting/finishing on time? moving the agenda forward?]	Yes 7	No 0
30.	Do the CEO, Board President and other Trustees have a cooperative relationship?	Yes 7	No 0
31.	Are we willing to invest the time to create an identity for our Board and a sense of teamwork?	Yes 7	No 0
32.	Does the Board work effectively to move deliberations and operations to the level of setting policy, goals, priorities, processes and frameworks, and monitor implementation?	Yes 7	No 0
33.	Do we provide fair, consistent, and constructive feedback to the CEO?	Yes 7	No 0

Section D: Please compute your score below.

A. Count "3" points for each "Yes" answer and "0" for each "No"

Number of "Yes" answers _____ x 3 points = _____

TOTAL SCORE _____

B. Summary

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

One Participate Responded – Item 30
One Participate Responded – Items 7, 19 and 30
One Participate Responded – Items 9, 19, and 30

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

Two Participates Responded – Item 3

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

- | | | | |
|---------------------------------------|-------------------------------|---------------------------------------|--------------------------------|
| 6 <input checked="" type="checkbox"/> | Effective: 90 or above | 1 <input checked="" type="checkbox"/> | Good: 78 – 87 |
| <input type="checkbox"/> | Average: 66 – 75 | <input type="checkbox"/> | Below Average: Under 66 |

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

Seven Participants Responded as Yes