

AGENDA ITEM 7.(b)
MEETING DATE July 16, 2008

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

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

EMPLOYMENT 2007-08

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Kim Aarif	Instructional Assistant, Basic Skills Initiative/College Success	4/26/08 – 7/31/08	\$ 14.31
Brandi Bennett	Instructional Assistant, Basic Skills Initiative/College Success	4/26/08 – 7/31/08	\$ 14.31
Sara Case	Assessment Center Substitute	6/19/08 – 6/30/08	\$ 15.59
Erin Farmer	Writer – Accreditation Reports	5/19/08 – 6/30/08	\$ 63.43
Joshua Murphy	Registration Aide	6/16/08 – 6/30/08	\$ 10.00
Stephanie Parrish	Office Assistant, Counseling/VA	6/1/08 – 6/30/08	\$ 9.60
Brenda Tucker	Coordinator, Basic Skills Initiative/College Success	5/26/08 – 8/10/08	\$ 63.43
LaTasha Warmesley	Instructional Assistant, Basic Skills Initiative/College Success	4/26/08 – 7/31/08	\$ 14.31

EMPLOYMENT 2008-09

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Kristy Juliano	Music Instructor	8/11/08
Diana Miller	Student Services Assistant II, Financial Aid Office	7/17/08

Richard Christensen, Ed.D.
Director of Human Resources

Gerald F. Fisher
GERALD F. FISHER
Superintendent/President

July 3, 2008
Date Submitted

July 3, 2008
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****July 16, 2008****Page 2****One Semester/Temporary Assignment**

Bill Schwarz	Computer Science Instructor	8/11/08 – 12/17/08
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Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
To be determined (5)	Office Assistant/Financial Aid	7/1/08 – 6/30/09	\$ 9.60
Sara Case	Assessment Center Substitute	7/1/08 – 8/29/08	\$ 15.59
Jordan Coffey	Bookstore Assistant	7/1/08 – 7/31/08	\$ 8.00
Erin Farmer	Writer – Accreditation Reports	7/1/08 – 8/10/08	\$ 63.43
Ashley Harrold	Bookstore Assistant	7/1/08 – 12/13/08	\$ 8.00
Pat Mitchell	Administrative Assistant III, Special Services/EOPS	7/1/08 – 7/25/08	\$ 25.53
Stephanie Parrish	Office Assistant, Counseling/Veterans	7/1/08 – 8/31/08	\$ 9.60
Sandra Rotenberg	Online Coordinator	7/7/08 – 8/15/08	\$ 59.59

Facilities

Maria Amayao	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Arvid Dahl	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Eddie Del Pilar	Custodial Substitute	7/1/08 – 6/30/09	\$ 11.84
Jacqueline Del Pilar	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Donna Ellison	Courier Substitute	7/1/08 – 6/30/09	\$ 12.31
	Warehouse Substitute	7/1/08 – 6/30/09	\$ 14.65
Joseph Glazier	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Darryl Gordon	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
	Grounds Maintenance Substitute	7/1/08 – 6/30/09	\$ 14.04
Mark Hanson	Custodial Substitute	7/1/08 – 6/30/09	\$ 11.84
Veerapong “Paul” Komachai	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Guillermo Laylay	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Tommie Phillips	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Nai Saelee	Custodial Substitute	7/1/08 – 6/30/09	\$ 11.84
Serapio “Mike” Samano-Gomez	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Frankie San Nicolas	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Edelmira Twohig	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87
Tracy White	Custodial Substitute	7/1/08 – 6/30/09	\$ 12.87

Theater

Eileen Amick	Production Assistant	7/17/08 – 6/30/09	\$ 9.60
Amber Cheatham	House Manager	7/17/08 – 6/30/09	\$ 8.00
Heather Gallagher	Theater Technician	7/17/08 – 6/30/09	\$ 12.00
Tim Andrews	House Manager	7/17/08 – 6/30/09	\$ 8.00

Governing Board Meeting

July 16, 2008

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Short-term, Temporary & Substitute Assignments (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
<u>Theater</u>			
Kim Bernard	Production Assistant	7/17/08 – 6/30/09	\$ 9.60
Joshua Bross	Theater Assistant	7/17/08 – 6/30/09	\$ 8.00
Leanne Dyer	House Manager	7/17/08 – 6/30/09	\$ 8.00
Erin Herscowitz	House Manager	7/17/08 – 6/30/09	\$ 8.00
	Production Assistant	7/17/08 – 6/30/09	\$ 9.60
Jackie Hill	Theater Technician	7/17/08 – 6/30/09	\$ 12.00
Katherine Ilher	Theater Assistant	7/17/08 – 6/30/09	\$ 8.00
Maurice Johnson	House Manager	7/17/08 – 6/30/09	\$ 8.00
Shannon Kase	House Manager	7/17/08 – 6/30/09	\$ 8.00
Teresa Kiedrowski	Theater Technician	7/17/08 – 6/30/09	\$ 12.00
Christopher Mantione	Production Assistant	7/17/08 – 6/30/09	\$ 9.60
Jamelle Marshall-Williams	House Manager	7/17/08 – 6/30/09	\$ 8.00
Tom McPike	Production Assistant	7/17/08 – 6/30/09	\$ 9.60
Nicole Oury	House Manager	7/17/08 – 6/30/09	\$ 8.00
Hailee Pollard	House Manager	7/17/08 – 6/30/09	\$ 8.00
Sue Stoner	House Manager	7/17/08 – 6/30/09	\$ 8.00
Heidi Stoner	House Manager	7/17/08 – 6/30/09	\$ 8.00
Anna Terry	House Manager	7/17/08 – 6/30/09	\$ 8.00
Andrew Zollinger	Theater Technician	7/17/08 – 6/30/09	\$ 12.00

Independent Contractors

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
Administrative & Business Services			
<u>Mazie Brewington, Responsible Manager</u>			
Stan Dobbs	Provide consulting services due to the vacancy of the Director of Facilities with a focus on the Measure G Program	7/7/08 – 11/30/08	Not to exceed \$ 46,000.00
Student Services			
<u>Lisa Waits, Responsible Manager</u>			
Leadership Resource Solutions, Inc.	Consultant (Floyd Hogue & Moire Charter) for the preparation of the Form 320, Forms P1, P2, & P3 Report and other Student Service and/or instructional matters	7/1/08 – 6/30/09	Not to exceed \$ 19,000.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****July 16, 2008****Page 4****Independent Contractors** (Continued)

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
Small Business Development Center <u>Charles Eason, Responsible Manager</u>			
Johnnie Barber	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 1,260.00
Mitzi Bunch	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 840.00
	Youth Entrepreneurs Project (YEP)	7/17/08 – 9/30/08	\$ 1,600.00
Wilbert Cason	Consulting & technical assistance California Community College Chancellor's Office Youth Entrepreneurs Project (YEP)	7/17/08 – 9/30/08	\$ 4,800.00
Carolynne Gamble	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 840.00
E. Floyd Hicks	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 2,520.00
Jerry Ann Jinnett	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 1,680.00
Teri Johnson	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 1,680.00
Konnectworld, Inc.	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 420.00
Jill Kuwamoto-Oyoung	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 1,260.00
Robert Lane	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 2,520.00
Anni Minuzzo	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 420.00
Charles Monahan	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 2,520.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
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Independent Contractors (Continued)

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
	Small Business Development Center		
	<u>Charles Eason, Responsible Manager</u>		
Randall Shores	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 2,520.00
Sandy Stelter	Consulting & technical assistance, Solano College Cash Match	7/17/08 – 9/30/08	\$ 3,360.00
Diana Thomas	Consulting & technical assistance, California Community College Chancellor's Grant	7/17/08 – 9/30/08	\$ 840.00
Billy Wigley	Consulting & technical assistance, SBDC Program Income	7/17/08 – 9/30/08	\$ 420.00
	Tech Prep		
	<u>Charles Shatzer, Responsible Manager</u>		
Robert Low	Manage the Tech Prep Grant for 2008-09 as written in the five year plan.	7/9/08 – 6/30/09	Not to exceed \$29,700.00

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Alina Gutierrez	Assist with groups, one-on-one, and general support in the classroom	Humanities

RESIGNATION

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Kamber Santa Maria	Assessment Center Specialist	6/18/08

**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:

06/10/08	Vendor Payment	11002136-11002151	\$ 7,998.02
06/12/08	Vendor Payment	11002152-11002221	\$1,082,468.29
06/13/08	Vendor Payment	11002222-11002233	\$ 63,004.23
06/16/08	Vendor Payment	11002234-11002419	\$ 360,656.72
06/18/08	Vendor Payment	11002420-11002431	\$ 15,533.31
06/20/08	Vendor Payment	11002432-11002599	\$ 953,623.61

Copies of the Warrant Listings are available at the Board Meeting, in the Office of the Superintendent/President, in the Office of the Vice President of Administrative and Business Services, and in the Library.

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

Mazie L. Brewington, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 7.(d)
 MEETING DATE July 16, 2008

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION AUTHORIZING YEAR-END TRANSFERS,
 RESOLUTION NO. 08/09-01

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09-01, Authorizing Year-End Transfers. The County Superintendent of Schools requests this annual procedure in order to authorize year-end budget transfers between major object codes to facilitate the closing of all fiscal records for the year.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mazie L. Brewington, Vice President
 Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**

Gerald F. Fisher

GERALD F. FISHER
 Superintendent/President

July 3, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION AUTHORIZING YEAR-END TRANSFERS

RESOLUTION NO. 08/09-01

WHEREAS, At the close of any fiscal year the County Superintendent of Schools may, with the consent of the Governing Board of a community college district, make transfers between the undistributed reserve and any expenditure classification or classifications or balance any expenditure classifications of the budget of the district for such fiscal year as is necessary to permit the payment of obligations of the district incurred during such fiscal year; now therefore be it

RESOLVED, That the Solano Community College District Governing Board authorizes the Superintendent/President to make such transfers as stated above for the 2007-08 fiscal year.

PASSED AND ADOPTED This 16th day of July 2008, by the Governing Board of Solano Community College District.

PHIL McCAFFREY, PRESIDENT

GERALD F. FISHER, SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL TO SEEK REPLACEMENT MEMBERS TO
THE CITIZENS' BOND OVERSIGHT COMMITTEE**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to seek replacement members to the Citizens' Bond Oversight Committee (CBOC).

The District is seeking three replacement members representing the following:

- Two members of the community who demonstrate interest and/or experience in the construction and building trades.
- One member active in a support organization for the College, such as the Athletic Booster Club, the Theatre Advisory Committee or the Solano Community College Educational Foundation.

Notices will be published in the local newspapers to advertise for new members. After a sufficient number of applications are received for consideration, a Board subcommittee will review and recommend applicants to be appointed.

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

Mazie L. Brewington, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 7.(f)
 MEETING DATE July 16, 2008

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

TO: Members of the Governing Board
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 4 APPROVAL
 FOR J.W. AND SONS, INC. – BID NO. 08-002**
REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 4 to J.W. and Sons, Inc.'s base contract for Building 1800A. Revised contract amount is as follows:

Contract Award Amount	\$1,822,400.00	
Prior Change Orders	\$ 100,532.00	
Change Order No. 4	\$ 10,453.00	
Total Change Orders	\$ 110,985.00	6.1% of Contract Award Amount
Revised Contract Amount	\$1,933,385.00	

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

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

Stan Dobbs
 Independent Consultant

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**

Gerald F. Fisher

GERALD F. FISHER
 Superintendent/President

July 3, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

07/16/08 J.W. AND SONS, INC., BUILDING 1800A PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
22	Furnish and install metal angles on 19 door frames to provide a finish edge with the wall.	\$ 3,054.00	Unforeseen Condition	During construction it was determined that the new gypsum wall board could not be installed behind the existing door frame edge, and had to be installed flush with the frame edge. The Contractor was directed to furnish and install metal angles on 19 door frames to provide a finished edge between the door frame and the wall.	4
23	Furnish and install supports and raise existing electrical transformer to meet code.	\$ 2,535.00	Regulatory Agency Requirement	During construction it was determined that the existing transformer needed to be relocated to meet clearances required by code. The Contractor was directed to furnish and install supports and raise the electrical transformer to meet code.	4
24	Furnish and install additional structural supports for the new rooftop Air Handling Unit (AHU).	\$ 1,600.00	Unforeseen Condition	During construction the Air Handling Unit (AHU) was modified from a down-discharge type to a side-discharge type due to location of structural members. This resulted in changes to the structural supports for the AHU. The Contractor was directed to furnish and install the additional structural supports.	4
25	Furnish and install shelving in Room 1808 and Room 1821.	\$ 1,178.00	Owner Request	During construction it was determined that the users of Building 1800A needed additional shelving for functionality of Rooms 1808 and 1821. The Contractor was directed to furnish and install the additional shelving.	4
30	Furnish and install 120-volt circuit for convenience outlet and lighting within Air Handling Unit (AHU).	\$ 1,236.00	Errors/Omissions	During construction it was determined that an additional 120-volt circuit would be required for the convenience outlet and lighting within the Air Handling Unit. The Contractor was directed to furnish and install the conduit and wiring for the additional circuit.	4

PCO	Description	Negotiated Amount	Reason	Summary	CO
31	Furnish and install a new valve for the building hydronics system.	\$ 359.00	Unforeseen Condition	During construction it was determined that the existing valve at the hydronics system was not functioning correctly. The Contractor was directed to furnish and install a new valve at this location.	4
32	Furnish and install drinking fountain rails for code compliance.	\$ 374.00	Regulatory Agency Requirement	During construction it was determined that the drinking fountain required rails for code compliance. The Contractor was directed to furnish and install rails at the drinking fountain.	4
33	Furnish and install dutch door at the studio in lieu of the specified door.	\$ 117.00	Owner Request	During construction the building users requested that the door at the studio be changed to a dutch door. The Contractor was directed to furnish and install a dutch door at this location. This cost includes a credit for a new door which was deleted from the project.	4
TOTAL \$ 10,453.00					



Change Order

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

Project # Building 1800A Renovations
 Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Date: 7/16/2008

To Contractor:
 J.W. and Sons, Inc.
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954

Architect's Project No.: 06047.00
 Contract Date: 12/10/2007
 Contract Number: 08-002
 Change Order Number: 04

This contract is hereby revised by the following items:

PCO	Description	Amount
22	Furnish and install metal angles at nineteen door frames to provide a finish edge with the wall.	\$ 3,054.00
23	Furnish and install supports and raise existing electrical transformer to meet code.	\$ 2,535.00
24	Furnish and install additional structural supports for the new rooftop Air Handling Unit (AHU).	\$ 1,600.00
25	Furnish and install shelving in Rooms 1808 and 1821.	\$ 1,178.00
30	Furnish and install 120-volt circuit for convenience outlet and lighting within Air Handling Unit (AHU).	\$ 1,236.00
31	Furnish and install a new valve for the building hydronics system.	\$ 359.00
32	Furnish and install drinking fountain rails for code compliance.	\$ 374.00
33	Furnish and install dutch door at the studio in lieu of the specified door.	\$ 117.00

The original Contract Value was	\$	1,822,400.00
Sum of changes by prior Change Orders.....	\$	100,532.00
The Contract Value prior to this Change Order was	\$	1,922,932.00
The Contract Value will be changed by this Change Order in the amount of	\$	10,453.00
The new Contract Value Including this Change Order will be	\$	1,933,385.00
The Contract duration will be changed by		0 Days
The Substantial Completion date as of this Change Order is		25-Jul-08

J.W. and Sons, Inc.
 Contractor
 3855 Cypress Drive, Suite A
 Petaluma, CA 94954
 Address
 By John Arntz
 Signature _____
 Date _____

TLCD Architecture
 Architect
 111 Santa Rosa Avenue, Suite 300
 Santa Rosa, CA 95404
 Address
 By Craig Gavert
 Signature _____
 Date _____

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

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

TO: Members of the Governing Board

**SUBJECT: SMALL BUSINESS DEVELOPMENT CENTER (SBDC)
SUBCONTRACT WITH HUMBOLDT STATE
UNIVERSITY SPONSORED PROGRAMS FOUNDATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

The Solano College Small Business Development Center (SBDC) has been operating since January 1, 2008, under a letter of intent to award a contract from Humboldt State University Sponsored Programs Foundation, the Lead Center for the Northern California SBDC Program. Federal funds from the Small Business Administration (SBA) flow through the Lead Center to the local SBDCs. The scope of this subcontract, No. 08-017, includes provision of entrepreneurial and business development training, one-on-one consulting, referrals, and information dissemination to small business owners and prospective owners in Solano County. Matching funds for this contract are provided through a California Community College Economic and Workforce Development Program Grant, funding from the county, funding from local cities, and funding from private sector partners. The amount of the contract is \$100,000, and the term of the contract will cover the twelve-month period between January 1, 2008 and December 31, 2008.

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

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-3382

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER

Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: MATHEMATICS ENGINEERING SCIENCE
ACHIEVEMENT (MESA) FUND FOR STUDENT SUCCESS
(FSS) GRANT AGREEMENT**

REQUESTED ACTION: APPROVAL

SUMMARY:

This one-year grant agreement for student success in the MESA Program, with single appropriation that may be renewable is entered into, by and between, the Chancellor's Office of the California Community Colleges, and the Solano Community College District. The grant shall consist of RFA Specification Number 08-101-024, and shall not exceed \$73,033.00.

The term of this grant shall be from July 1, 2008 through June 30, 2009.

A copy of the full agreement is available for public review in the Superintendent/President's Office, Dean of Math/Science Division Office, and in the Office of the Project Director for the MESA Program.

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

Mostafa Ghous, Project Director
MESA Program

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7110

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**

Gerald F. Fisher

GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

Chancellor's Office California Community Colleges	District: <u>Solano Community College</u> College: <u>Solano Community College District</u> RFA Specification Number: <u>08-101-024</u>
Grant Agreement (ONE YEAR GRANT WITH SINGLE APPROPRIATION THAT MAY BE RENEWABLE) MESA Fund for Student Success (FSS)	TO BE COMPLETED BY COCCC Grant Is Renewable: Yes/No First Year Funded: _____ Maximum Period for which funding is available: _____ Grant Agreement No.: _____ Date: _____ Amount Encumbered: \$ _____

This grant is made and entered into, by and between, the Chancellor's Office of the California Community Colleges, and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of the RFA Specification; this Grant Agreement face sheet, the Grantee's application, with all required forms; and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 3/04 and II, Rev. 1/04), as set forth in the RFA Instructions. All of these items are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered."

The term of this grant shall be from July 1, 2008, to and including June 30, 2009. All performance under this grant shall be completed by June 30, 2009, except for the submission of any Final Report that may be required by Article I of the Grant Agreement, is due by July 31, 2009.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

STATE OF CALIFORNIA				GRANTEE	
Item	Chapter	Statute	Fiscal Year	Grant Funds Requested:	Total
68700-101-0001(19)		2008	2008- 2009	\$ 73,033	
Object of Expenditure (Code and Title)				Project Director	
0234-751-23042				Mostafa Ghous	
Signature, Accounting Officer (or authorized Designee)				District (Grantee) Address	
Project Monitor				Solano Community College	
Lucy Casale				4000 Suisun Valley Road	
Agency				Fairfield, CA 94534	
Chancellor's Office California Community Colleges 1102 Q Street Sacramento, CA 95814-6511					
Signature, Executive Vice Chancellor (or authorized Designee)			Date	Signature, Chief Executive Officer (or authorized Designee)	Date
Printed Name of Person Signing				Printed Name of Person Signing	
Steven Bruckman				Gerald F. Fisher	
Title				Title	
Executive Vice Chancellor				Superintendent/President	

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

TO: Members of the Governing Board
SUBJECT: AGREEMENT BETWEEN BAY AREA CLEAN WATER AGENCIES (BACWA) AND SOLANO COMMUNITY COLLEGE DISTRICT FOR SPECIAL EDUCATIONAL SERVICES PURSUANT TO CONTRACT EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:

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

The District will provide seven for credit classes, WATER 100, Introduction to Wastewater Treatment; WATER 104, Introduction to Water Supply and Treatment; WATER 105, Water Treatment; WATER 106, Instrumentation and Controls; WATER 107, Mathematics of Water and Wastewater Treatment; WATER 120, Distribution Systems Maintenance, and WATER 121, Collection Systems Maintenance for up to 30 students per class, to be selected by BACWA members. Training will be held at Wastewater and Water facilities identified by BACWA. Training is scheduled to start in August 2008.

BACWA will compensate the District for all educational services rendered at a flat rate of \$12,000.00 per three- and four-credit hour class, and \$6,000 per two-credit hour class, for a total of \$72,000. The fee includes program development, coordination, instruction, training materials, including textbooks, and evaluation.

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

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

Deborah Mann, Program Developer
Contract Education and Community Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

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

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide credit classes, WATER 100, Introduction to Wastewater Treatment, WATER 104, Introduction to Water Supply and Treatment, WATER 105, Water Treatment, WATER 106, Instrumentation and Controls, WATER 107, Mathematics of Water and Wastewater Treatment, WATER 120, Distribution Systems Maintenance, and WATER 121, Collection Systems Maintenance, for up to 30 employees per class, for BACWA member organizations.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at a BACWA site, at dates and times to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. BACWA will recruit, identify and select all employees who will participate in training.
- D. BACWA will compensate the District for all services rendered and expenses at a rate of seventy-two thousand dollars (\$72,000), or twelve thousand dollars (\$12,000) per class, except for WATER 120 & 121, which cost six thousand (\$6,000) per class. The cost is inclusive of all instruction and teaching/ training materials.
- E. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- F. This contract may be terminated by either party with notice of ten (10) business days.
- G. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- H. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of BACWA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold

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

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

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

Dave Tucker
BACWA Chair

Gerald F. Fisher
Superintendent/President
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Date _____

Date _____

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

TO: Members of the Governing Board
**SUBJECT: LOCAL AGREEMENT FOR 2008 – 2009 CHILD
DEVELOPMENT CONTRACT CFDP-8075**
**REQUESTED ACTION: APPROVAL OF AGREEMENT WITH SIGNED
RESOLUTION**

SUMMARY:

This agreement with the State of California, dated July 1, 2008, designated as number CFDP-8075, Full-Day Preschool, Project Number 48-7055-00-8, shall be funded at a maximum reimbursable amount of \$191,802.00.

The contract is effective from July 1, 2008 through June 30, 2009, for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

A copy of the full agreement is available for public review in the Superintendent/President's Office, Dean of Fine and Applied Arts/Behavioral Sciences Division Office, and at the Board meeting.

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

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

(707) 864-7183

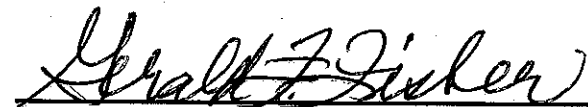
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: CFDP-8075

PROGRAM TYPE: FULL-DAY PRESCHOOL

PROJECT NUMBER: 48-7055-00-8

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/index.asp>) 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 "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference 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.

This contract is effective from July 01, 2008 through June 30, 2009. 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 \$191,802.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,578.9

Minimum Days of Operation (MDO) Requirement 192

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Gerald F. Fisher, Superintendent/President				
TITLE Manager, Contracts & Purchasing Svcs		ADDRESS 4000 Suisun Valley Road Fairfield, CA 94534				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 191,802	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 \$ 191,802	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: CFDP-8075

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 82,571	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23424-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 82,571	ITEM 30.10.020.001 6100-196-0001	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6056 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 109,231	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23445-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 109,231	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6056 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	

(Rev. 5/05)

Exhibit A

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

RESOLUTION

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

RESOLUTION

BE IT RESOLVED that the Governing Board of

SOLANO COMMUNITY COLLEGE DISTRICT

authorizes entering into local agreement number/s CFDP-8075 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>Phil McCaffrey</u>	<u>President</u>	_____
<u>Gerald F. Fisher</u>	<u>Secretary</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 16th day of July 2008/09, by the Governing Board of Solano Community College District of Solano County, California.

I, Gerald F. Fisher, 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 Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

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

TO: Members of the Governing Board
**SUBJECT: LOCAL AGREEMENT FOR 2008 – 2009 CHILD
DEVELOPMENT CONTRACT CPRE-8400**
**REQUESTED ACTION: APPROVAL OF AGREEMENT WITH SIGNED
RESOLUTION**

SUMMARY:

This agreement with the State of California, dated July 1, 2008, designated as number CPRE-8400, State Preschool, Project Number 48-7055-00-8, shall be funded at a maximum reimbursable amount of \$165,155.00.

The contract is effective from July 1, 2008 through June 30, 2009, for 191 days of child enrollment at a daily rate not to exceed \$21.22 per child.

A copy of the full agreement is available for public review in the Superintendent/President's Office, Dean of Fine and Applied Arts/Behavioral Sciences Division Office, and at the Board meeting.

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

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

(707) 864-7183

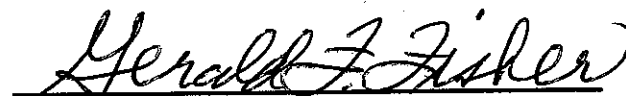
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**


CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
DATE: July 01, 2008

CONTRACT NUMBER: CPRE-8400

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 48-7055-00-8

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/index.asp>) 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 "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference 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.

This contract is effective from July 01, 2008 through June 30, 2009. 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 \$21.22 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$165,155.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 7,783.0

Minimum Days of Operation (MDO) Requirement 192

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Gerald F. Fisher, Superintendent/President			
TITLE Manager, Contracts & Purchasing Svcs		ADDRESS 4000 Suisun Valley Road Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 165,155	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7055	Department of General Services use only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 165,155	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 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.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4000 Guisun Valley Road
Fairfield, CA
94534

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

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

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

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

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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

NAME OF APPLICANT (CONTRACT AGENCY) Golano Community College District		CONTRACT # CPRE-8400
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE GERALD F. FISHER, Superintendent/President		
SIGNATURE		DATE

RESOLUTION

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

RESOLUTION

BE IT RESOLVED that the Governing Board of
SOLANO COMMUNITY COLLEGE DISTRICT

authorizes entering into local agreement number/s DPRE-8400 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>Phil McCaffrey</u>	<u>President</u>	_____
<u>Gerald F. Fisher</u>	<u>Secretary</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 16th day of July 2008/09, by the
Governing Board of Solano Community College District
of Solano County, California.

I, Gerald F. Fisher, 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 Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: LOCAL AGREEMENT FOR 2008 – 2009 CHILD
DEVELOPMENT CONTRACT CCTR-8433
REQUESTED ACTION: APPROVAL OF AGREEMENT WITH SIGNED
RESOLUTION

SUMMARY:

This agreement with the State of California, dated July 1, 2008, designated as number CCTR-8433, General Child Care and Development Programs, Project Number 48-7055-00-8, shall be funded at a maximum reimbursable amount of \$361,269.00.

The contract is effective from July 1, 2008 through June 30, 2009, for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

A copy of the full agreement is available for public review in the Superintendent/President's Office, Dean of Fine and Applied Arts/Behavioral Sciences Division Office, and at the Board meeting.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

(707) 864-7183

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

July 3, 2008

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



GERALD F. FISHER
Superintendent/President

July 3, 2008

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 08 - 09

DATE: July 01, 2008

CONTRACT NUMBER: CCTR-8433

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-8

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 "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference 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.

This contract is effective from July 01, 2008 through June 30, 2009. 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 \$361,269.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 10,508.0

Minimum Days of Operation (MDO) Requirement 192

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke		PRINTED NAME AND TITLE OF PERSON SIGNING Gerald F. Fisher, Superintendent/President			
TITLE Manager, Contracts & Purchasing Svs		ADDRESS 4000 Suisun Valley Road Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 361,269 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 361,269	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
	(OPTIONAL USE) See Attached				
	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-8433

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 131,410	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 \$ 131,410	ITEM 30.10.020.001 6100-196-0890	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 229,859	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 \$ 229,859	ITEM 30.10.020.001 6100-196-0001	CHAPTER B/A	STATUTE 2008	FISCAL YEAR 2008-2009
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6060 Rev-8530			

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	

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

RESOLUTION

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

RESOLUTION

BE IT RESOLVED that the Governing Board of

SOLANO COMMUNITY COLLEGE DISTRICT

authorizes entering into local agreement number/s CTR- 8433 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>
Phil McCaffrey	President	
Gerald F. Fisher	Secretary	

PASSED AND ADOPTED THIS 16th day of July 2008/09, by the Governing Board of Solano Community College District of Solano County, California.

I, Gerald F. Fisher, 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 Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

AGENDA ITEM 7.(m)
 MEETING DATE July 16, 2008

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

TO: Members of the Governing Board

SUBJECT: AMENDMENT TO UNIVERSITY OF CALIFORNIA, SAN FRANCISCO DEPARTMENT OF ANATOMY WILLED BODY PROGRAM

REQUESTED ACTION: APPROVAL

SUMMARY:

The District has acquired cadavers for its Anatomy classes for many years. In recent years, the arrangements have been made through the University of California, San Francisco. The University has asked that the District and the Regents of the University of California enter into a written agreement which explains the details of the agreement.

The terms and conditions of the amendment to the agreement have remained the same except that cadaver fees increased by \$200 to \$2,500 per cadaver. The self insurance combined single limit remains at \$2 million.

District staff requests approval of the agreement.

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

David Redfield, Ph.D., Dean
 Math/Science

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7110

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**

Gerald F. Fisher

GERALD F. FISHER
 Superintendent/President

July 3, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: APPROVAL OF POSITION ANNOUNCEMENT FOR
SUPERINTENDENT/PRESIDENT
REQUESTED ACTION: APPROVAL

SUMMARY:

Philip McCaffrey, Board President and Chair of the Board Presidential Search Subcommittee, will present the proposed position announcement for the Superintendent/President.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Philip McCaffrey, Board President
Presidential Search Subcommittee Chair

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

SCCD Governing Board

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
Announcement of a Unique Opportunity for Educational Leadership
in the position of
SUPERINTENDENT/PRESIDENT

The Governing Board of the Solano Community College District invites applications and nominations for the position of Superintendent/President of the Solano Community College. It seeks a Superintendent/President who is an outstanding educational leader and who will develop and lead the College's commitment of excellence in all aspects of Solano Community College.

SOLANO COMMUNITY COLLEGE

Solano Community College is a tradition in Solano County. The 192-acre campus is located halfway between Sacramento and San Francisco at the gateway to the wine country and serves as one of the fastest growing areas in California. The District is a target area for commercial and residential growth to serve the expanding Bay Area and is in the center of a major national economic region that extends from the Bay Area of California to northern Nevada.

Solano College is part of California's public community college system of 110 colleges in 72 community college districts across the state. The College's service area encompasses the communities of Benicia, Dixon, Fairfield, Suisun, Vacaville, Vallejo, and Winters; as well as Travis Air Force Base. Many graduates of the area's fifteen public high schools and three secondary private schools take advantage of the educational opportunities offered by Solano Community College.

Solano Community College's classes are held during two semesters each year (spring and fall), intersessions, plus summer sessions. Flexible scheduling designed for students' convenience includes day, evening and Saturday classes, held on and off campus, via the Internet and study abroad. Short-term classes, open-entry/open-exit formats, and special interest workshops and seminars add to this scheduling flexibility.

With the current student population of 12,000 almost evenly divided between day and evening, Solano Community College is alive at all hours offering academic study and technical training to all area residents.

VISION STATEMENT

Solano Community College will be a premier educational institution for academic development, workforce preparation and lifelong learning. To achieve our vision, Solano Community College is committed to excellence, innovative teaching and learning, and student success through the unified efforts of the campus community.

MISSION STATEMENT

The mission of Solano Community College is to provide the highest quality academic, occupational, cultural, developmental, and continuing education programs that are dedicated to the achievement of student learning outcomes and responsive to the needs of our community. In fulfilling our mission, we are committed to a diverse educational and cultural campus environment that prepares our students for productive participation in the 21st century.

GOVERNANCE AND FUNDING

Solano Community College is a public community college funded by a combination of state and local tax dollars. Through its Foundation, the College also actively solicits private donations from individuals and corporations to support capital projects and programs. The seven-member Governing Board of the Solano Community College District governs the College. Board members are elected at large from the representative areas of the District and serve four-year terms. Solano Community College is under the direction of its Superintendent/President, who, with faculty and staff, administers the College and oversees the implementation of Board policies.

APPLICATION PROCESS

A complete application packet includes the following:

1. Cover letter not to exceed five pages addressing how the selection criteria are met.
2. A current and complete résumé of educational, professional, and community experience and accomplishments, which particularly relate to the position.
3. Names, addresses and telephone numbers of six persons familiar with the candidate's work to include:

- Those to whom the candidate directly or indirectly reports.
- Those who report to the candidate, at least one of which is a faculty member and one of which is a support staff employee.

Official transcripts verifying academic qualifications will be requested upon invitation to an interview.

All submitted information will be kept confidential. Non-requested materials will not be considered by the Superintendent/President Search Advisory Committee.

The District's policy is to afford equal opportunity for employment to all individuals regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religious or political affiliation, age, veteran status, or sexual orientation.

SELECTION PROCEDURE

The qualifications of each candidate will be evaluated by a screening committee appointed by the Governing Board. Selection criteria will include qualifications stated in this brochure as well as additional criteria adopted by the Governing Board upon community and staff input. Finalists will be selected and interviewed by the Governing Board.

It is anticipated the new Superintendent/President will assume the position for the 2008-2009 academic year.

Candidates are advised not to make personal contact with any individual members of the Governing Board regarding this position.

REQUIREMENTS

Educational Requirements:

A master's degree or higher from a regionally accredited educational institution is required. An earned doctorate degree is preferred.

Experience:

Five years of progressive and extensive leadership and administrative

experience in a regionally accredited institution of higher education. Community college experience is preferred.

Involvement with various constituencies in the community.

Teaching and/or counseling within an institution of higher education.

Publications and professional contributions.

SELECTION CRITERIA

The ability to work with faculty and staff, the Governing Board and the community to establish priority goals and objectives for the District, and to reorganize the District in such a way that continuous evaluation of progress toward the achievement of these goals and objectives is accomplished and communicated effectively.

The ability to manage the primary functions of the District with accountability for achievement of results, as well as demonstration of effective leadership skills and techniques present in high performing organizations.

The ability to work with immediate subordinates and to continuously identify any disparity between what is and what ought to be, and to develop plans to make progress toward alleviation (improvement or lessening) of this disparity.

The ability to keep the Board apprised of District strengths, weaknesses and problems, and to recommend priority tasks for delimiting identified weaknesses and problems.

The knowledge of state and federal legislative requirements and the ability to manage the District consistent with these requirements.

The ability to develop with the Board a performance-based accountability system utilizing mutually identified priority goals and objectives.

The skills to serve as executive officer of the Board carrying out the Board's directions as communicated collectively through Board action.

The ability to work effectively with the Board and to maintain harmony and trust among all members of the school community.

The ability to lead the College in periods of uncertain funding and increasing demand for services caused by rapid population growth.

The skills to continue the College's commitment to an effective employer-employee relationship.

To work closely with city, county and community organizations and employee groups to develop and provide necessary training opportunities.

The ability to facilitate the construction and staffing of a new educational

- center in Vacaville.
- The ability to work with the faculty, staff and the Board to ensure that the College responds to the need for a diverse faculty and staff reflecting the District's changing demographics.
- The skill to promote the utilization of quality management principles and practices in all College programs and services.
- The ability to successfully delegate and hold individuals responsible for performance outcomes, and instill confidence among staff and faculty.
- The commitment to the community college concept, including the open door philosophy, and a diverse curriculum for a heterogeneous student population.
- The ability to develop and manage resources in challenging financial times while maintaining the integrity of the College programs and student services.
- Responsive and open.
- Capable of inspiring the history of trust and motivating students, faculty and staff to excellence.
- An effective communicator and listener.
- Experienced as an effective problem solver and leader who will enhance the effectiveness of shared governance.
- Committed to student access and success.
- Experienced in successful strategic planning, resource development and financial management.
- Knowledgeable about current educational issues at the state and national levels.
- Committed to the teaching-learning process.
- Committed to developing opportunities to expand and enhance the educational services of the College by working in partnerships with business and industry, other educational institutions, government agencies, and community groups.

COMPENSATION

Salary, length of contract, and other terms and conditions of employment will be negotiated. Compensation is competitive with those of similar districts in California.

FRINGE BENEFITS

The Solano Community College District provides an excellent comprehensive fringe benefit program including medical, prescription drugs, vision and dental care, life and income protection insurance, and membership

in the State Teachers' Retirement System. Successful completion of a preplacement physical will be required for the recommended candidate.

DEADLINE TO FILE

Deadline to File Application and Materials

September 10, 2008

It is anticipated the Superintendent/President Search Advisory Committee will begin its review of applicants' materials the Monday after the application deadline. Submission of materials prior to that date is strongly encouraged in order to receive full consideration.

Submit applications and nominations materials to:

**Richard D. Christensen, Ed.D.
Director, Human Resources
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534-3197
richard.christensen@solano.edu**

GOVERNING BOARD

Phil McCaffrey, President
A.C. "Tony" Ubalde, Jr., Rel.D., Vice President
James M. Claffey, Trustee
Denis Honeychurch, J.D., Trustee
Pam Keith, Trustee
Stephen Murphy, J.D., Trustee
A. Marie Young, Trustee

An Equal Opportunity Employer

AGENDA ITEM 9.(b)
 MEETING DATE July 16, 2008

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF SELECTION PROCEDURE TIMELINE
 FOR SUPERINTENDENT/PRESIDENT**

REQUESTED ACTION: APPROVAL

SUMMARY:

Philip McCaffrey, Board President and Chair of the Board Presidential Search Subcommittee, will present the proposed selection procedure timeline for the Superintendent/President search for 2008-09.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Philip McCaffrey, Board President
 Presidential Search Subcommittee Chair

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

SCCD Governing Board

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
 SUPERINTENDENT/PRESIDENT**

Gerald F. Fisher

GERALD F. FISHER
 Superintendent/President

July 3, 2008

**DATE APPROVED BY
 SUPERINTENDENT/PRESIDENT**

2008-09 SOLANO COMMUNITY COLLEGE DISTRICT SUPERINTENDENT/PRESIDENT SEARCH
Selection Procedure Timeline

Submitted by Board Presidential Search Subcommittee Trustees: McCaffrey, Ubalde and Young – June 2008

DATE FOR COMPLETION	TASK	IN PROGRESS	COMPLETED
June 25 – July 9, 2008	1. Preliminary draft of brochure. Develop application. Determine publication agencies, minority Web sites, educational affiliates.		
July 16 – August 20, 2008	2. Develop content of position announcement.		
July 16 – August 20, 2008	3. Advertise the vacancy through professional publications.		
July 16 – August 20, 2008	4. Recommendation for community representatives. Trustee Area 1 & 2 = North County (1) Trustee Area 3 & 4 = South County (1) Selection of representatives to the Search Advisory Committee.		
July 16, 2008 Board – Open Session	5. The Board approves Superintendent/President job announcement and search selection procedure and timeline.		
July 16, 2008 Board – Open Session	6. The Board approves the proposed hiring sequence and “acknowledgement of confidentiality” statement.		
August 19, 2008	7. Develop selection criteria (staff, trustee, community input) – Conference Call		
August 19, 2008	8. Board committee review of selection criteria and prioritized desired qualities.		
August 20, 2008 Board – Closed Session	9. The Board approves community representatives and Search Advisory Committee representatives.		
August 20, 2008 Board – Open Session	10. The Board approves selection of Superintendent/President Search Firm		
September 10, 2008	11. Deadline for receipt of applications.		

September 11-12, 2008	12.	Notify each applicant of receipt of their application.	
September 11 – 26, 2008	13.	Search Advisory Committee numerically rates each application and interviews five/six candidates.	
October 1, 2008 Board – Closed Session	14.	Search Advisory Committee advances to the Board their consensus of the top three/four candidates.	
October 2 – 14, 2008	15.	Human Resources Director notifies candidates and makes necessary arrangements for interview with the Board.	
October 28 – 29, 2008	16.	Candidates are interviewed by the Board.	
November 5, 2008 Board – Closed Session	17.	The Board determines the top two finalists.	
November 10 – 14, 2008	18.	Site visitations for finalists (Board visit?).	
November 19, 2008 Board – Closed Session	19.	An employment contract is drafted and approved by the Board.	
November 21, 2008	20.	The employment contract for the top finalist is negotiated.	
December 3, 2008 Board – Open Session	21.	The Governing Board appoints the Superintendent/President.	
December 4, 2008	22.	Letters are sent to the unsuccessful applicants expressing appreciation and notifying them of selection.	
	23.	New Superintendent/President assumes responsibilities (date to be mutually determined)	

Z:Search Committee/Selection Procedure Timeline 06/08

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION ESTABLISHING AD VALOREM TAX
RATES FOR THE 2008-09 FISCAL YEAR, RESOLUTION
NO. 08/09-02**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09-02, establishing the ad valorem tax rates and debt service for the 2008-09 Fiscal Year. Each year, pursuant to Revenue & Taxation Code Section 93, the Board establishes the rates to be levied on the voter-approved bonded indebtedness for Fiscal Year 2008-09. The District is required to furnish the Solano County Auditor-Controller's Office with this information, as well as the 2008-09 debt service requirement, by August 1, 2008.

The bonds are general obligations of the District payable solely from the proceeds of ad valorem taxes. The resolution certifies the tax rate and authorizes the County to place an ad valorem tax against the taxable property in the District's service region to pay for the 2005 General Obligation Refunding Bonds and 2006 Series B Bonds.

Also attached is the calculation worksheet for the Board's information.

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

Mazie L. Brewington, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION ESTABLISHING AD VALOREM TAX RATES

FOR THE 2008-09 FISCAL YEAR

RESOLUTION NO. 08/09-02

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

RESOLVED, Pursuant to Revenue & Taxation Code Section 93, the Solano Community College District Governing Board establishes the Ad Valorem Property Tax Rates to be levied on the voter-approved bonded indebtedness for the Fiscal Year 2008-09. Further, the Board formally notifies the Solano County Office of the Auditor-Controller of the District's 2008-09 debt service requirements. The attached worksheet contains the calculation and defines the tax rates.

	<u>2005 General Obligation Refunding</u>	<u>2002, Series 2006B</u>
2008-09 Ad Valorem Property Tax Rate	0.011989%	0.002493%
2008-09 Debt Service	\$5,496,500	\$1,145,967

PASSED AND ADOPTED This 16th day of July 2008, by the Governing Board of Solano Community College District.

PHIL McCAFFREY, PRESIDENT

GERALD F. FISHER, SECRETARY

Fund 464
Election 2002, 2005 Refunding
District: Solano Community College

FY 2008-09

<u>CURRENT YEAR REQUIREMENT</u>	
Principal and Interest	
02/01/09	1,578,381
08/01/09	4,588,381
Add: Reserve Requirements	
Other Expenses	
Less: Cash (net)*	(670,262)
AMOUNT TO BE RAISED	5,496,500

Unsecured Roll

Solano County (net of HOX)	1,335,958,888
Yolo County (net of HOX)	23,975,398 (a)
Total Local Roll Net of HOX	1,359,934,286
Less 2% Delinquency Allowance	(27,198,686)
HOX: Solano County	399,154
Yolo County	7,000 (a)
Less Redevelopment***	0

Unsecured Net Value 1,333,141,754 @ 0.011893% = Unsecured Roll 158,551
Previous year's secured rate

Secured Roll

Solano County (net of HOX)	43,655,220,022
Yolo County (net of HOX)	629,208,474 (a)
Total Local Roll Net of HOX	44,284,428,496
SBE: Solano County	26,681,294
Yolo County	45,060 (a)
Less 1/4% Cancellation/Refunds	(110,777,887)
1/4% Est. Prop 8 Impact	(110,777,887)
Impact of FY 2004/05 Valero Refund to be reversed in FY 2008/09	(5,785,000)
HOX: Solano County	430,577,478
Yolo County	9,492,157 (a)
Less Redevelopment***	0

Secured Net Value 44,523,883,711 @ 0.011989% = Secured Roll 5,337,949
Calculation Below

TOTAL ESTIMATED REVENUE 5,496,500

AGENCY ESTABLISHED RATE

Amount to be Raised	5,496,500
Less: Unsecured Roll	(158,551)
Secured Roll	<u>5,337,949</u>
Secured Net Value	<u>44,523,883,711</u>
Current Year Rate	<u>0.011989%</u>

***Redevelopment is to be excluded from calculations for issues after 1989
 (a) FY 2008/09 assessed value from Yolo County not yet available; used the FY 2007/08 value

Fund 476
 Election 2002, Series 2006B
 District: Solano Community College

FY 2008-09

CURRENT YEAR REQUIREMENT	
Principal and Interest	
02/01/09	364,718
08/01/09	869,718
Add: Reserve Requirements	
Other Expenses	
Less: Cash (net)*	(88,469)
AMOUNT TO BE RAISED	1,145,967

* CALCULATION OF CASH (NET)

IFAS Cash Balance as of 6/30/08	973,387
Less: CY Outstanding Payment	(884,918)
Cash (Net)	88,469

Unsecured Roll

Solano County (net of HOX)	1,335,958,888
Yolo County (net of HOX)	23,975,398 (a)
Total Local Roll Net of HOX	1,359,934,286
Less 2% Delinquency Allowance	(27,198,686)
HOX: Solano County	399,154
Yolo County	7,000 (a)
Less Redevelopment***	0

Unsecured Net Value 1,333,141,754 @ 0.002687% = Unsecured Roll 35,822
Previous year's secured rate

Revenue Estimates

Secured Roll

Solano County (net of HOX)	43,655,220,022
Yolo County (net of HOX)	629,208,474 (a)
Total Local Roll Net of HOX	44,284,428,496
SBE: Solano County	26,681,294
Yolo County	45,060 (a)
Less 1/4% Cancellation/Refunds	(110,777,887)
1/4% Est. Prop 8 Impact	(110,777,887)
Impact of FY 2004/05 Valero Refund to be reversed in FY 2008/09	(5,785,000)
HOX: Solano County	430,577,478
Yolo County	9,492,157 (a)
Less Redevelopment***	0

Secured Net Value 44,523,883,711 @ 0.002493% = Secured Roll 1,110,145
Calculation Below

TOTAL ESTIMATED REVENUE 1,145,967

AGENCY ESTABLISHED RATE

Amount to be Raised	1,145,967
Less: Unsecured Roll	(35,822)
Secured Roll	1,110,145
Secured Net Value	44,523,883,711
Current Year Rate	<u>0.002493%</u>

***Redevelopment is to be excluded from calculations for issues after 1989
 (a) FY 2008/09 assessed value from Yolo County not yet available; used the FY 2007/08 value

AGENDA ITEM 9.(d)
MEETING DATE July 16, 2008

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

TO: Members of the Governing Board
**SUBJECT: APPROVAL OF THE BUILDING 100 FINAL PROJECT
PROPOSAL (FPP), RESOLUTION NO. 08/09-03**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09-03, the Building 100 Final Project Proposal (FPP). The District contracted with tBP Architecture to prepare the FPP for submission to the System Office. tBP Architecture conducted all the necessary architectural, engineering and construction studies in preparing the FPP. Constructed in 1971, the building has outlived its effective usefulness, and although it has received some matching fund allocation from the District's Measure G Bond Program, the District plans to maximize state capital outlay dollars available from the Community College Construction Act of 1980.

The District seeks funding consideration of \$23.8 million, with the expectation that funds will be available by fiscal year 2010-11.

CONTINUED ON NEXT PAGE:

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

Stan Dobbs
Independent Consultant
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 9.(d)
MEETING DATE July 16, 2008

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

TO: Members of the Governing Board

**SUBJECT: APPROVAL OF THE BUILDING 100 FINAL PROJECT
PROPOSAL (FPP), RESOLUTION NO. 08/09-03**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

The project involves the complete renovation of the Building 100 consisting of 41,132 square feet of space. The objective is to consolidate the Library and Learning Resource Center functions.

The project's scope will include providing modern and adequately sized electrical and technology infrastructure; universally accessible facilities such as restrooms and ingress/egress; new mechanical, electrical, plumbing and telecomm systems; new roofing and exterior envelope revisions to eliminate bat infestation; remove hazardous materials, structural reinforcement for a seismically safe structure; and energy efficiency measures that include additional insulation, low-emission window systems, etc. These major changes will modernize the building to catch up to instructional delivery changes that have evolved over time.

A copy of the FPP will be provided to the Board under separate cover.

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION FOR APPROVAL OF THE BUILDING 100
FINAL PROJECT PROPOSAL (FPP)**

RESOLUTION NO. 08/09-03

WHEREAS, The District proposes to renovate its Building 100 on the main Fairfield campus because the building, constructed in 1971, has outlived its effective usefulness and has major problems concerning inefficient space layout and usage, insufficient electrical and technology infrastructure, barriers to the disabled, and critical structural concerns that require correcting and replacing;

WHEREAS, The District has utilized some Measure G Bond funds to complete an interim remodel of Building 100; however, a full and complete reconstruction is needed and is in keeping with the District's Facility Master Plan; and

WHEREAS, The District proposes to consolidate its Library and Learning Resources Center to fully maximize instructional service and delivery to its students; now therefore be it

RESOLVED, The District proposes to obtain state capital outlay dollars available by Fiscal Year 2010-11 in the amount of \$23.8 million and submits the Final Project Proposal (FPP) to the state for funding consideration; be it further

RESOLVED, That the Governing Board hereby supports and approves the submission of the FPP to the state and will ensure that the District abides by all project terms and conditions as outlined in the FPP and as required by the California Code of Regulations, Title 5, Section 57001.5 and Education Code Sections 81130 and 81837.

PASSED AND ADOPTED This 16th day of July 2008, by the Governing Board of Solano Community College District.

PHIL McCAFFREY, PRESIDENT

GERALD F. FISHER, SECRETARY

AGENDA ITEM 9.(e)
MEETING DATE July 16, 2008

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

TO: Members of the Governing Board
**SUBJECT: PROPOSED ARCHITECTURAL AGREEMENT WITH tBP
ARCHITECTURE FOR THE BUILDING 1200
RENOVATION**

REQUESTED ACTION: APPROVE ARCHITECTURAL AGREEMENT

SUMMARY:

Board approval is requested for tBP Architecture to enter into an agreement with the District to provide programming, schematic design and cost estimating services for the renovation of Building 1200 – Theatre. The total value of this agreement is \$209,500, including reimbursable expenses.

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Stan Dobbs
Independent Contractor

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**

Gerald F. Fisher

GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

January 14, 2008

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

Attention: Mr. Frank Kitchen, Director of Facilities

Subject: Building 1200 Programming and Schematic Design
Solano Community College
tBP Project No.: 20661.00

Dear Frank:

We are pleased to submit this proposal to develop the Programming documents, Schematic Design, and a Detailed Cost Estimate for the Building 1200 Remodel/Renovation Project. We understand that the project will be as outlined in your letter of December 21, 2007 with final project scope being based on our initial work scope results and funding available as determined in the future (May 2008).

GENERAL

We propose to collaborate with you and Performing Arts selected Faculty and Staff to develop the Building Program, Schematic Design and a Detailed Estimate of Probable Construction Costs. These documents will be included in the form of a final Basis of Design (BOD) Handbook.

We will be responsible for employing the services of Structural, Mechanical, Electrical, and Plumbing Engineers to develop the project design.

Our scope of work includes up to six (6) meetings to coordinate and prepare the final Basis of Design (BOD) Documents.

SCOPE OF WORK

1. Meet with the District and College Representatives in the Performing Arts Department to establish overall project goals and objectives.
2. Meet with the Performing Arts Department to identify programmatic and space needs for each area to be remodeled and/or renovated.
3. Conduct interviews with the Performing Arts Department to establish site requirements, if any, i.e., parking, bicycles, landscaping, and other site access compliance requirements.
4. The general technical criteria will address architectural, structural, mechanical, electrical, technology and plumbing requirements.
5. Based on the approved program we will develop a Schematic Design and an Outline Specification which reflects the program space requirements.

Building 1200 Programming/Schematic Design
Solano Community College
F. Kitchen
January 14, 2008
Page 2 of 3

6. Based on the program information and the approved Schematic Design we will prepare and submit a Detailed Estimate of Probable Construction Cost.
7. Submit a project schedule.
8. tBP will consolidate all of the above into a "Draft" Programming and Schematic Design Document, previously referred to as The Basis of Design Handbook, for District review. After the initial distribution of this draft document, all comments and revisions will be incorporated into a final Basis of Design Handbook.

DISTRICT FURNISHED INFORMATION

1. Site Survey (if required).
2. Geotechnical (Soils) Report (if required).
3. Existing Building Conditions Drawings.
4. Hazard and Health Risk Criteria: Determination of the levels of hazard and risk associated with operations and chemicals and recommendations on how to respond to them. The hazard classification for each area is based on the type and quantity of flammable and combustible liquids or gases stored in the building area. The District may need to engage the services of an Industrial Hygienist to address hazard and health risk issues related to this type of facility.

COMPENSATION

We propose to provide our services for the complete Basis of Design Package for a fixed fee of Two Hundred Thousand Dollars (\$200,000.00). Our fee is based on the usual and customary fees as recommended by the California Community Colleges State Chancellor's Office recommended guidelines for projects with similar scope and estimated cost.

PROJECT RELATED EXPENSES

Project related expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include mileage/travel expenses, long distance communications, fees paid for securing approval of authorities having jurisdiction over the project, expense of reproducing Drawings, Specifications, and other documents, postage and handling, and expense of renderings, model and mock-ups requested by the Client. We recommend the District budget Nine Thousand Five Hundred Dollars (\$9,500.00) for project related expenses.

SCHEDULE

The project schedule will be submitted 10 days following written authorization/approval of this proposal.

Building 1200 Programming/Schematic Design
Solano Community College
F. Kitchen
January 14, 2008
Page 3 of 3

If this proposal accurately describes the scope of services we have discussed, please sign and return the attached agreement with a Purchase Order so that we can initiate the process.

We are pleased to have been selected to be of service to Solano Community College District for this very important project.

Thank you.

Sincerely,
tBP/Architecture, Inc.

Thomas Beckett
Managing Principal Northern California

cc: Jay Malone, tBP/Architecture

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534

and the Architect:

tBP/Architecture, Inc.
1000 Burnett Avenue, Suite 140
Concord, CA. 94520

Richard A. Mangum, AIA CA License # C8685

for tBP Project No.: 20661.00

Location: Solano College Building 1200
Fairfield, California

Scope of Work: Provide Architectural services relating to the preparation of Programming documents, Schematic Design, and a Detailed Cost Estimate for the Remodel/Renovation of Building 1200, and in accordance with tBP/Architecture's proposal letter dated January 14, 2008.

Fee: Compensation for services shall be a fixed fee of Two Hundred Thousand Dollars (\$200,000.00).

Project Related Expenses: Project related expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include mileage/travel expenses, long distance communications, fees paid for securing approval of authorities having jurisdiction over the project, expense of reproducing Drawings, Specifications, and other documents, postage and handling, and expense of renderings, model and mock-ups requested by the Client. These expenses will be compensated at 1.15 times the amounts invoiced to the Architect. We recommend the District budget Nine Thousand Five Hundred Dollars (\$9,500.00) for project related expenses.

Client:

Solano Community College District
Fairfield, CA

Architect:

tBP/Architecture, Inc.
Concord, CA.

By: _____
Mazie L. Brewington, Vice President
Business Services

By: _____
Richard A. Mangum, AIA, C-8685
President and Chief Operating Officer

Date: _____

Date: _____

AGENDA ITEM 9.(f)
MEETING DATE July 16, 2008

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

TO: Members of the Governing Board
**SUBJECT: AMENDMENT TO AGREEMENT WITH tBP
ARCHITECTURE FOR ADDITIONAL DESIGN SERVICES
FOR THE BUILDING 100 INTERIM REMODEL**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services from tBP Architecture for the Building 100 Interim Remodel. These services include an adjustment of \$7,900 to the existing original contract. The services require design changes requested from the Department of State Architect (DSA) that will include the design of the fire alarm system.

See the attached table outlining the proposed amendment to tBP Architecture, along with specific details regarding the additional design services.

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

July 3, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH tBP ARCHITECTURE
Governing Board Meeting - July 16, 2008

<u>PROJECT</u>	<u>ORIGINAL CONTRACT AMOUNT</u>	<u>PROPOSED FEE INCREASE</u>	<u>REVISED CONTRACT TOTAL</u>
Building 100 Interim Remodel	\$54,000.00	\$7,900.00	\$61,900.00

Proposed Fee Schedule: Item #	Description	Cost
Scope Item 1. Fire Alarm Design	Provide electrical consultant services for the fire alarm system design. Includes investigating existing building conditions and Division of State Architect (DSA) archive drawings to research and meet DSA requirements for fire alarm system design and installation.	\$3,400.00
Scope Item 2. Additional Electrical & Data Design	Provide additional electrical engineering services to include investigation of the existing building's electrical panels and data cabling and redesign of the system.	\$4,500.00
TOTAL		\$7,900.00

AGENDA ITEM 9.(g)
MEETING DATE July 16, 2008

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

TO: Members of the Governing Board
**SUBJECT: AMENDMENT TO AGREEMENT WITH KAPLAN
MCLAUGHLIN DIAZ (KMD) ARCHITECTURE FOR THE
VACAVILLE CENTER**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services with Kaplan McLaughlin Diaz (KMD) Architecture for the Vacaville Center Project. These additional services are owner and agency requested changes. These services include adjustments to the current agreement. The cost of the additional services total \$33,435.

Attached is a table outlining the proposed amendments to KMD Architecture, along with specific details regarding the additional design services.

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

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

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

July 3, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**

Gerald F. Fisher

GERALD F. FISHER
Superintendent/President

July 3, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH KAPLAN McLAUGHLIN DIAZ ARCHITECTS
Governing Board Meeting - July 16, 2008

<u>ORIGINAL CONTRACT</u>	<u>PROPOSED FEE</u>	<u>REVISED CONTRACT</u>
<u>AMOUNT</u>	<u>INCREASE</u>	<u>TOTAL</u>
\$2,079,385.00	\$33,435.00	\$2,112,820.00

PROJECT
 Vacaville Center

<u>Proposed Fee Schedule:</u> Item #	<u>Description</u>	<u>Cost</u>
<u>Scope Item 1.</u> Vacaville Project Rendering	The Owner requested KMD Architects to provide the following for the June 24, 2008 Groundbreaking Ceremony: 1) Three-dimensional color rendering of the Proposed Phase I, Vacaville Center Project, 2) Two-dimensional site master plan (Phase I only in color, the remaining site master plan shown in black & white of full build-out of the entire 60-acre campus with landscaping, 3) Two-dimensional site master plan, 4) Enlarged site plan of the Phase I Building and adjacent landscape and paving, 5) Phase I Building, two-dimensional colored first and second floor plans, 6) Three-dimensional colored perspective of Phase I Building view from the east, 7) Three-dimensional colored aerial perspective of the entire 60-acre campus.	\$6,925.00
<u>Scope Item 2.</u> City of Vacaville Review Comments	The City of Vacaville has provided plan check review comments that will impact the main vehicle entry drive to the Phase I project and other project-related design issues.	\$22,110.00
<u>Scope Item #3.</u> Structural Engineering Services for Additional Stairway	The structural engineering fee to provide design and calculation services for Division of State Architect (DSA) review is in addition to the architectural fee previously approved.	\$4,400.00
TOTAL		\$33,435.00

AGENDA ITEM 9.(h)
MEETING DATE July 16, 2008

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

TO: Members of the Governing Board
**SUBJECT: AMENDMENT TO AGREEMENT WITH TLCD
ARCHITECTURE FOR ADDITIONAL DESIGN SERVICES
FOR THE BUILDING 600 REMODEL**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services from TLCD Architecture for the Building 600 Remodel. These services include an adjustment of \$8,970 to the existing original contract. The District-requested changes required additional meetings, design and cost estimating services.

Attached is a table outlining the proposed amendments to TLCD Architecture, along with specific details regarding the additional design services.

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

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

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

July 3, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH TLCD ARCHITECTURE
Governing Board Meeting - July 16, 2008

<u>PROJECT</u>	<u>ORIGINAL CONTRACT</u>	<u>PROPOSED FEE</u>	<u>REVISED CONTRACT</u>
Building 600 Administration	<u>AMOUNT</u>	<u>INCREASE</u>	<u>TOTAL</u>
	\$20,550.00	\$8,970.00	\$29,520.00

Proposed Fee Schedule: Item #	Description	Cost
Scope Item 1. SCN #1: Provide additional meetings, design and estimating services.	Provide additional meetings, design and estimating services to reposition the Board Room, reconfigure the Supt/President's Office and restroom area.	\$8,970.00
TOTAL		\$8,970.00

AGENDA ITEM 9.(i)
MEETING DATE July 16, 2008

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

TO: Members of the Governing Board
**SUBJECT: AMENDMENT TO AGREEMENT WITH TLCD
ARCHITECTURE FOR ADDITIONAL DESIGN SERVICES
FOR THE BUILDING 1700B ADAPTIVE P.E. ANNEX**

REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services from TLCD Architecture for the Building 1700B Adaptive P.E. Annex. These services include an adjustment of \$1,580 to the existing original contract.

Attached is a table outlining the proposed amendments to TLCD Architecture, along with specific details regarding the additional design services.

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

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

Stan Dobbs
Independent Contractor
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7176
TELEPHONE NUMBER

Maintenance & Operations
ORGANIZATION

July 3, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AMENDMENT TO CONTRACT AGREEMENT WITH TLCD ARCHITECTURE
Governing Board Meeting - July 16, 2008

<u>PROJECT</u>	<u>ORIGINAL CONTRACT</u>	<u>PROPOSED FEE</u>	<u>REVISED CONTRACT</u>
Building 1700B Adaptive P.E. Annex	<u>AMOUNT</u>	<u>INCREASE</u>	<u>TOTAL</u>
	\$474,432.00	\$1,580.00	\$476,012.00

Proposed Fee Schedule: Item #	Description	Cost
Scope Item 1. SCN #9 Analyze sewer station and proposed sewer line for flow capacity.	Analyze previously designed sewer lift station for ability to accept additional flows from proposed sewer line extension to adjacent sports field.	\$1,580.00
TOTAL		\$1,580.00

AGENDA ITEM 9.(j)
MEETING DATE July 16, 2008

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEW AGREEMENT WITH SOLANO COUNTY FLEET
MANAGEMENT FOR RENTAL OF VEHICLES

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to renew the agreement with Solano County Fleet Management for vehicle rentals that include student transportation vans and police vehicles. The term of the agreement is from July 1, 2008 through June 30, 2011. The agreement includes all standard maintenance and most repair work, and daily and short-term rental vehicles from the County motor pool as needed and upon request, as identified in Exhibit A. Exhibit B details the monthly and mileage rates for each vehicle type that would be leased. The total cost to the District per fiscal year shall not exceed \$90,000.

The agreement will continue a cost effective program successfully operated by the District and the County of Solano for several years. Attached is a copy of the proposed renewal for the Board's information.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mazie L. Brewington, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 3, 2008

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



GERALD F. FISHER
Superintendent/President

July 3, 2008

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

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

Solano Community College
 CONTRACTOR'S NAME

2. The Term of this Contract is:

July 1, 2008 through June 30, 2011

3. The maximum amount of this Contract is:

\$90,000 per fiscal year

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

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

The parties have executed this Contract as of the ___ day of _____, 20__.

CONTRACTOR	COUNTY OF SOLANO
<u>Solano Community College District</u> CONTRACTOR'S NAME	AUTHORIZED SIGNATURE _____ DATED _____
<u>M.L. Brewington</u> SIGNATURE	TITLE _____
<u>7-7-08</u> DATED	ADDRESS _____
<u>Mazie L. Brewington, Vice President, Business Svcs</u> PRINTED NAME AND TITLE	CITY _____ STATE _____ ZIP CODE _____
<u>4000 Suisun Valley Road</u> ADDRESS	Approved as to Content: _____
<u>Fairfield CA 94534-3197</u> CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE _____ DATED _____
	Approved as to Form: _____
	COUNTY COUNSEL _____ DATED _____

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

COUNTY SHALL PROVIDE RENTAL VEHICLES TO CONTRACTOR UPON REQUEST IN ACCORDANCE WITH THE FOLLOWING TERMS:

A. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Replacement of marked patrol vehicles on a 5-year or 85,000 mile cycle. Replacement of all other light vehicles on a 7-year or 100,000 mile cycle. Replacement intervals are established by Contractor request without regard to vehicle usage. Therefore Contractor agrees to manage vehicle usage in such a way as to not exceed the mileage guidelines set forth above.
2. County patrol vehicles will be equipped with all standard police parts and special accessories as determined by Contractor (light bars, sirens, prisoner cages, decals, push bumpers, gun racks, etc.) except two-way communications equipment, computer equipment, and audio/video monitoring devices, which will be supplied by Contractor at its own cost.
3. Preventive maintenance at 4,000-mile intervals for patrol vehicles. Standard vehicle preventive maintenance at 6,000-mile intervals. Service also includes safety inspections.
4. All vehicle repairs including preventive maintenance. County will endeavor to meet its goal of one day for preventive maintenance and most repairs with the exception of major repairs, body damage, or factory warranty repairs.
5. Towing of County provided cars to the nearest repair facility, except in the case of vandalism or accident damage.
6. Vehicle washing and cleaning at reasonable intervals as determined by the County. Contractors can utilize automatic vehicle washing at two sites in Fairfield, one site in Vacaville, and one site in Vallejo. Additionally, a wash-rack is available at the Heavy Equipment Shop in Fairfield where Contractor can hand-wash large vehicles.
7. County does not guarantee availability but will endeavor to provide loaner vehicles when possible when rental vehicles are out of service.
8. Daily and short-term rental vehicles from Solano County motor pool upon request.
9. Compliance with State, Federal, and/or local regulations regarding vehicle maintenance, safety, and registration.
10. Monthly billing and management of maintenance records.
11. Maintenance of other Contractor owned equipment on a time and materials basis as provided in Exhibit B. Mobile servicing and repair of heavy equipment is also available on a limited basis.

B. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. Vandalism and accident repairs to County owned vehicles.
2. Replacement cost shortfall for total loss vehicles when replacement interval has not been reached.
3. Towing of County provided cars to the nearest repair facility for vandalism and accident repairs.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. RATES

SOLANO COMMUNITY COLLEGE

FY 2008/09 VEHICLE RENTAL RATES

MONTHLY RENTALS*

<u>VEHICLE TYPE</u>	<u>MONTHLY RATE</u>	<u>MILEAGE RATE*</u>
O3E-FULL SIZE CAR	\$296.00	\$0.34
10E-FULL SIZE VAN	\$282.00	\$0.23
09E-MINIVAN	\$265.00	\$0.23

*DOES NOT INCLUDE FUEL

DAILY RENTALS

<u>VEHICLE TYPE</u>	<u>DAILY RATE</u>	<u>MILEAGE RATE</u>
O1-COMPACT	\$35.00	\$0.40
O2-INTERMEDIATE	\$38.00	\$0.43
O3-FULL SIZE	\$46.00	\$0.53
O5-COMPACT TRUCK	\$37.00	\$0.43
O7-3/4 TON TRUCK	\$42.00	\$0.54
O8-4X4/SUV	\$52.00	\$0.56
O9-MINIVAN	\$42.00	\$0.54
10-FULL SIZE VAN	\$44.00	\$0.59
11-ONE TON TRUCK	\$43.00	\$0.59

2. METHOD OF PAYMENT

- A. Rental rates will be set for one-year periods commencing on July 1 of each succeeding fiscal year. Adjustments to the next year's rates will be reported to Contractor by February of each year.

- B. Fleet Management shall send mileage reports to Customer on or about the 25th of each month. Mileage reports shall have a space provided to enter the current odometer reading of each vehicle. These odometer readings or the last mileage readings recorded in vehicle maintenance repair orders shall be used to determine the miles driven each month. Fleet Management shall use the more up-to-date of these two readings when billing.
- C. Mileage reports shall be returned to Fleet Management before the end of each month. Month end closing is the first business day of the month.
- D. Fleet Management shall submit a monthly bill in arrears for fees to Contractor for all expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, vehicles involved, dates of service and the accrued charges.
- E. Additional work per Contractor's request is billed at shop labor rate of \$109.00 per hour for fiscal year 2008-09. Materials for additional work are billed at County cost plus 20% handling.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. TIME

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

2. TERMINATION

This Contract may be terminated by County or Customer, at any time, with good cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

3. SIGNATURE AUTHORITY

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

4. WARRANTY

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

5. DEFAULT

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

6. INDEMNIFICATION

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

7. INDEPENDENT CUSTOMER

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

B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require

County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.

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

8. COMPLIANCE WITH LAW

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

9. CONFLICT OF INTEREST

A. Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

10. INSPECTION AND AUDIT

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

11. NONDISCRIMINATION

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

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

12. UNFORESEEN CIRCUMSTANCES

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

13. NOTICE

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

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

14. CHANGES AND AMENDMENTS

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

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

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

15. CHOICE OF LAW

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

16. WAIVER

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

17. CONFLICTS IN THE CONTRACT DOCUMENTS

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

18. ENTIRE CONTRACT

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT EXTENSION

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2011, this Agreement shall be automatically extended from July 1, 2011 through September 30, 2011 to allow for continuation of services and sufficient time to complete a renovation or renewal contract.

2. TERMINATION

Notwithstanding Section 5 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon 30 days written notice from one to the other.

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

TO: Members of the Governing Board

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

REQUESTED ACTION: INFORMATION

SUMMARY:

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

The Accreditation Leadership Subcommittee will present for information the results of the first "How Do We Rate Checklist" summary for April, May, and June 2008. 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.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Gerald F. Fisher
Superintendent/President
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7112
TELEPHONE NUMBER

SCCD Governing Board
ORGANIZATION

July 3, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Name (Optional) SEVEN PARTICIPANTS

Date July 16, 2008

Please check the applicable boxes in Sections A and B.

Section A: Rated by: Trustees CEO

Section B: Quarter/Date Rated

(October/November/December) January _____ April/May/June) June 18, 2008
 (January/February/March) April _____ (July/August/September) September 17, 2008

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	No
2.	Have we delegated authority to the CEO to lead and administer?	Yes	No
3.	Are we keeping the CEO informed, adhering to the rule of "no surprises"?	Yes	No
4.	Are we honoring the CEO as the point of contact for the institution?	Yes	No
5.	Do we fully consider information and recommendations offered by the CEO?	Yes	No
6.	Are we supporting professional development for the CEO?	Yes	No
7.	Are we adhering to the standards of Board ethics?	Yes	No
8.	Are we ensuring that the CEO has the resources needed to do the job?	Yes	No
9.	Do we respect and support the CEO?	Yes	No
10.	Does the CEO always ask the Board to make major decisions with advance preparation?	Yes	No
11.	Do we alert the CEO and Board President about our concerns prior to going public with them?	Yes	No
12.	Do all Board members receive the same communications from the CEO?	Yes	No
13.	Do we make it a practice to share information and questions with other Board members and the CEO?	Yes	No
14.	Do we keep the CEO informed about our contacts in the community, discussions with legislators and other policymakers, calls from citizens or College staff, and any visits to the College as related to College business?	Yes	No
15.	Do we help the CEO in being effective by not making unnecessary demands on him or her?	Yes	No
16.	Do we provide guidance, support, dialogue, information, and feedback to our CEO?	Yes	No
17.	Do we rely on our CEO for leadership and have confidence in his or her recommendations?	Yes	No

18.	Is our time spent in governing, not managing, the institution?	Yes	No
19.	Is the Board sensitive to the concerns of students and employees while maintaining impartiality and support for the CEO?	Yes	No
20.	Do we honor the professionalism of College staff by allowing them to perform their duties?	Yes	No
21.	As trustees, do we monitor ourselves carefully to ensure that offering opinions to the CEO and staff is not construed as directions?	Yes	No
22.	When issues arise, do we question whether the decision or action we are about to take reinforce our policy role, or is it an administrative decision?	Yes	No
23.	Do the Board President and the CEO emphasize that individual Trustees' opinions are simply opinions and that the only legitimate direction to the CEO comes from the Board as a whole?	Yes	No
24.	Do we have a clear understanding as a Board of what responsibilities have been delegated to the CEO?	Yes	No
25.	Do we recognize that the Board (not a single Trustee) has the legal right to give direction to only one employee, the CEO?	Yes	No
26.	Have we done anything as a Board this quarter to foster trust? If your answer is "Yes", write on the flipside of this page what we did this quarter as a Board to foster trust.	Yes	No
27.	Do we acknowledge that the CEO directs the staff, not the Board?	Yes	No
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	No
30.	Do the CEO, Board President and other Trustees have a cooperative relationship?	Yes	No
31.	Are we willing to invest the time to create an identity for our Board and a sense of teamwork?	Yes	No
32.	Does the Board work effectively to move deliberations and operations to the level of setting policy, goals, priorities, processes and frameworks, and monitor implementation?	Yes	No
33.	Do we provide fair, consistent, and constructive feedback to the CEO?	Yes	No
TOTALS		197	34

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 participant identified: 1, 17, 18, 19
 One participant identified: 1, 2, 4, 5, 6, 7, 8, 9
 One participant identified: 1, 2, 17, 18, 19, 20
 One participant identified: 1, 2, 4, 5, 6, 7, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 26, 27, 28, 29, 30, 31, 32, 33
 transparency, diligence and concern
 One participant commented: Moving toward positive working relationships.

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

One participant identified: 3, 10, 11, 12, 21, 22, 23, 24, 25 – delegation, trust, maintenance to commitments
One participant identified: 3, 4, 5
One participant commented: Improve consensus building.
One participant commented: We need to focus a little more on the teamwork and collaboration as a unit. Individually is okay and representing the Board within the community is great, but decisions are made at our meetings and not at social hour fundraisers.

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

<u>5</u>	Effective: 90 or above	<u>0</u>	Good: 78 – 87
<u>1</u>	Average: 66 – 75	<u>1</u>	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.)

Four participants commented: YES
One participant commented: I would term the Board’s leadership efficacy as decidedly mixed. The CEO must communicate more clearly with the Board, and the Board and individual trustees with the CEO. Apart from that, the Board needs to demonstrate confidence in the CEO and allow him to manage the administration of the District.
One participant commented: Not in my judgment.

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

TO: Members of the Governing Board
**SUBJECT: PROPOSED REVISED CLASSIFIED JOB DESCRIPTION –
BOOKSTORE OPERATIONS COORDINATOR**

REQUESTED ACTION: INFORMATION

SUMMARY:

The attached job description has been developed with input and concurrence from the Classified School Employees Association, Chapter #211, to meet the needs of the District. The class specifications will be included in the CSEA collective bargaining group and the salary placement will be Range 15.

In accordance with Governing Board practice, the job description will be presented for Board action at the August 6, 2008, meeting under the Consent Calendar for Human Resources.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Richard D. Christensen, Ed.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

July 3, 2008

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



GERALD F. FISHER
Superintendent/President

July 3, 2008

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Bookstore Operations Coordinator

BASIC FUNCTION: Under direction of ~~a~~-the ~~Bookstore manager~~**Manager**, assist in the overall coordination and management of the college bookstore; prepare and maintain financial records and reports; assist in supervising student employees.

REPRESENTATIVE DUTIES:

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

Assist the Bookstore Manager in supervision of bookstore **student** personnel and operations; assume supervisory responsibility in the absence of the manager.

Perform accounting duties related to the bookstore's accounts payable function; examine, verify, record and process purchase orders and invoices; match documents and calculate prices and extensions.

Coordinate the processing of online orders, prepare shipments to customers, reconcile order records and prepare reports.

Prepare periodic State sales tax reports; compile and prepare information required for year-end fiscal closing reports.

Review, edit and prepare textbook requisitions; enter and revise information using computer equipment; verify titles, authors, editions and other data to assure accuracy. **Assist the Bookstore Manager in determining order quantities for textbooks and place orders. Follow up on orders and resolve discrepancies as needed.**

Select, hire, schedule and assign student employees; prepare personnel records and timesheets for each student.

Operate a microcomputer, calculator, cash register, typewriter, copier, facsimile machine, pricing gun and other equipment.

Oversee and Process refunds on bookstore merchandise and participate in buyback activities.

Assist bookstore staff and customers and provide a variety of information regarding bookstore procedures and District policies.

Assist bookstore staff in other areas during peak workload periods; provide information and assistance to bookstore customers.

Bookstore Operations Coordinator - Continued

Communicate with District students, administrators, instructional and support staff, vendors and the general public to represent the bookstore in the exchange of information, development of bookstore relations, resolution of problems and correction of discrepancies.

Perform a wide variety of general clerical duties in support of bookstore operations.

Secondary Functions:

Open and/or Close out cash registers and supply with currency and coin; prepare cash deposits; prepare totals of cash, credit card, and checks received; prepare daily sales balancing sheet.

Operate a motor vehicle and work at other bookstore locations as requested.

Perform job-related duties as assigned.

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

EDUCATION AND EXPERIENCE: Two years of college with course work in accounting and three years of increasingly responsible, full-time retail experience involving sales, accounting, inventory control and the operation of microcomputers using word processing, spreadsheet and database management software or any combination of training, experience and/or education that provides the required knowledge, skills, and abilities. At least ~~one~~ **One** year of experience must be in a college bookstore and one year in a lead or supervisory capacity are desirable. ~~One~~ **One or more years of experience with Missouri Book Services (MBS) Systems software, and experience with SCT Banner software desirable.**

LANGUAGE SKILLS:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.

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

Ability to effectively present information and respond to questions from groups of administrators and other employees, students, and the general public.

MATHEMATICAL SKILLS:

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

Bookstore Operations Coordinator - Continued**Page 3**

Make arithmetic calculations quickly and accurately.

Identify and correct numerical discrepancies.

REASONING ABILITY:

Ability to solve complex and technical problems and deal with a variety of individuals and variables in non-standard situations.

Ability to apply technical knowledge to the interpretation of a variety of instructions furnished in written, oral, diagram, or schedule form.

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

Ability to exercise good judgment and discretion in handling confidential and sensitive matters.

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

College bookstore operations.

Retail accounting including accounts payable and receivable.

Operation of computer equipment including spreadsheet and word processing software, **printers.**

Basic principles of supervision and training.

Financial and statistical recordkeeping techniques.

Modern office practices, procedures and equipment.

Assist the Bookstore Manager in supervising bookstore operations and activities.

Operate, balance and assure proper maintenance of cash registers.

Train and provide work direction to others.

Operate office equipment such as mainframe and micro computers and printer, adding machine, copier, automated telephone system and facsimile machine.

~~Operate an electronic keyboard accurately at 50 words per minute.~~

Use word processing, spreadsheet and data base management computer software effectively.

Perform assigned work with speed and accuracy.

Establish and maintain effective and cooperative working relationships with others.

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

Observe health and safety rules and regulations.

Meet schedules and timelines.

Bookstore Operations Coordinator - Continued

Plan and organize time and work effectively.
Work independently with minimum supervision.

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

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. The employee in this classification is occasionally required to drive to other bookstore locations to conduct work.

The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.

~~The employee will be needed to be flexible and possibly work additional hours when the bookstore is impacted with ordering and additional activities connected with opening and closing each semester.~~

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

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

The work assigned to this classification is typically performed in a community college bookstore environment. While performing the duties of this classification, the employee regularly is exposed to frequent interruptions and the hazards of working with video display terminals **and other electronic equipment**, and is occasionally exposed to vehicle traffic when driving to other bookstore locations to conduct work. The work environment is moderately noisy.

Marlys Grodt & Associates - 1993

SD/zg

Board approved: _____ 6/19/96

Revised: _____ 4/21/99JY

Proposed 2/28/08

Original revised 4/21/99

Revised 6/25/08