

AGENDA ITEM 7.(b)  
 MEETING DATE March 19, 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>
Amber Cheatham	Theater House Manager	3/20/08 – 6/30/08	\$ 8.00
Jacqueline DelPilar	Substitute Custodian	2/22/08 – 6/30/08	\$ 12.87
Donna Ellison	Warehouse Operator Substitute	3/3/08 – 5/2/08	\$ 14.65
Joseph Glazier	Substitute Custodian	2/21/08 – 6/30/08	\$ 12.87
Michael Moscovitch	Administrative Assistant I, Banner Backfill, Research & Planning Office	3/11/08 – 5/23/08	\$ 14.95
Frankie San Nicolas	Substitute Custodian	3/5/08 – 6/30/08	\$ 12.87

**Independent Contractors**

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
	<b><u>Fine &amp; Applied Arts/Behavioral Science</u></b> <b><u>Leslie Rota, Responsible Manager</u></b>		
Mary Ellen Donald	Dance and percussion presentation	3/31/08	\$ 330.00

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

  
**GERALD F. FISHER**  
 Superintendent/President

**March 7, 2008**  
 Date Submitted

**March 7, 2008**  
 Date Approved

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

Governing Board Meeting

March 19, 2008

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**Independent Contractors** (Continued)

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
<b>Fine &amp; Applied Arts/Behavioral Science</b>			
<b><u>Leslie Rota, Responsible Manager</u></b>			
Steven Gray, Ph.D.	Present, Creating A Village of Care at Solano Training Conference 2008	3/14/08 – 3/15/08	\$ 1,500.00
Jackie Jones	Present, Creating A Village of Care at Solano Training Conference 2008	3/13/08 – 3/14/08	\$ 1,200.00
Tonya Lukens	Solano Training Conference 2008 Presenter, Creating a Village of Care	3/15/08 – 3/16/08	\$ 250.00
Larry Yoder	Labor and material to replace current audio mixer in TV studio	2/1/08 – 4/30/08	\$ 600.00
<b>Human Resources</b>			
<b><u>Richard Christensen, Responsible Manager</u></b>			
Sandra Dillon	Advise and make recommendations regarding Human Resources policies, processes and procedures	2/29/08 – 6/30/08	\$ 5,000.00

**Professional Experts**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Christopher Cronin	Art Model, Art 4/5	4/2/08	\$ 75.00
Lisa Quinterro	Replacement for Art Model, Art 4/5	3/10/08	\$ 75.00
Erin Stone	Replacement for Art Model, Art 4/5	3/3/08	\$ 100.00
	Replacement for Art Model, Art 4/5	3/17/08	\$ 100.00

**GRATUITOUS SERVICE**

<u>Name</u>	<u>Assignment</u>	<u>Department</u>
Joshua Ramos	Assist the football coach	PE/Athletics

**PROBATIONARY RELEASE**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Stephen Johanson	College Police Officer	2/26/08

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**March 19, 2008**

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**RESIGNATION**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
E. Rick Diego	Lead Carpenter	March 7, 2008

AGENDA ITEM 7.(c)  
MEETING DATE March 19, 2008

**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:

02/26/08	Vendor Payment	25690474-25690664	\$1,145,541.31
03/06/08	Vendor Payment	11000009-11000030	\$ 119,659.75

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:

- Office of the Superintendent/President
- Office of the Vice President of Administrative & Business Services
- Library

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

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**

March 7, 2008

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



**GERALD F. FISHER**  
Superintendent/President

March 7, 2008

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 7.(d)  
 MEETING DATE March 19, 2008

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

**TO: Members of the Governing Board**

**SUBJECT: FINAL ACCEPTANCE AND NOTICE OF COMPLETION  
 FOR J.W. & SONS, INC., BID NO. 06-004**

**REQUESTED ACTION: ACCEPTANCE**

**SUMMARY:**

Board approval is requested from the District and Kitchell CEM staff for the Board to accept as complete and approve the issuance of a Notice of Completion for the Buildings 700, 800, and 900 (Faculty Office Building) Projects by J.W. & Sons, Inc., Bid No. 06-004.

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

Frank Kitchen,  
 Director of Facilities

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Maintenance & Operations

**ORGANIZATION**

March 7, 2008

**DATE SUBMITTED TO  
 SUPERINTENDENT/PRESIDENT**

*Gerald F. Fisher*

**GERALD F. FISHER**  
 Superintendent/President

March 7, 2008

**DATE APPROVED BY  
 SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 7.(e)  
MEETING DATE March 19, 2008

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

**TO: Members of the Governing Board**  
**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 16 APPROVAL  
FOR W.A. THOMAS CO., INC. – BID NO. 06-005**  
**REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL**

**SUMMARY:**

Board approval is requested for Change Order No. 16 to W.A. Thomas Co., Inc.'s base contract for the Student Services Center Building 400. Revised contract amount is as follows:

Contract Award Amount	\$10,387,480.00	
Prior Change Orders	\$ 792,127.00	
<b>Change Order No. 16</b>	<b>\$ 166,868.00</b>	
Total Change Orders	\$ 958,995.00	9.2% of Contract Award Amount
<b>Revised Contract Amount</b>	<b>\$11,346,475.00</b>	
Total Project Budget	\$15,274,530.00	
Forecast Project Budget Remaining	\$ 3,928,055.00	

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**

Frank W. Kitchen  
Director of Facilities

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7176


**TELEPHONE NUMBER**

Maintenance & Operations

**ORGANIZATION**

March 7, 2008

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



**GERALD F. FISHER**  
Superintendent/President

March 7, 2008

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

## 3/19/08 W.A. THOMAS CO., INC. PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
96	New interior separation wall and hollow metal framed window between Transfer Center, Room 472 and Career Center, Room 474.	\$ 1,890.00	Owner Request	During Construction it was determined that there needed to be sound and traffic flow separation between the Career Center and the Transfer Center. The Contractor was directed to furnish and install a new wall for separation and sound control, and a window was installed to maintain visual access between the rooms.	16
97	Provide electrical service to new Owner-furnished Emergency Blue Light Phone and Parking Ticket Dispensing Machine.	\$ 12,546.00	Owner Request	During construction it was decided that an emergency phone, and a new parking ticket dispensing machine should be installed in front of Building 400. The Contractor was directed to provide the necessary electrical services to these items. The work included trenching, underground sleeves, conduit and wiring, and concrete footing work.	16
98	Add one additional exterior hose bib.	\$ 227.00	Owner Request	During construction the Contractor installed a hose bib at the exterior of the building to aid in construction activities. The Owner decided that the hose bib at the installed location was beneficial and directed the Contractor to leave the installation and agreed to split the cost of the installation with the Contractor 50/50.	16
99	Add carpet over existing vinyl tiles in Veteran's Office Room 463A, per Owner's Request.	\$ 800.00	Owner Request	During construction it was determined that carpet would be better than vinyl tile in Room 463A for noise control. The Contractor was directed to install carpet in Room 463A.	16
100	Lower all marker boards and install tack-wall surface materials above marker boards at exposed wall surface.	\$ 8,244.00	Owner Request	During construction it was determined that the height of the installed marker boards was higher than desired for the users. The Contractor was directed to lower all of the marker boards to a lower height, and to install a new wall surface material at the exposed remaining wall area above the marker boards.	16
101	Install concealed 180-degree door closers at all corridor doors in lieu of contract specified door closers.	\$ 2,165.00	Owner Request	During construction the Owner determined that concealed door closers should be installed for improved aesthetics in the buildings. The Contractor was directed to make the change to concealed door closers.	16
102	Add wiring and relay to connect exhaust fan EF-3 to the light switch at the Custodian Room 405.	\$ 744.00	Owner Request	During Construction it was determined that it would be more efficient to have the exhaust fan EF-3 only run when the Custodian Room 405 was occupied with the light on. The Contractor was directed to install necessary electrical relay, conduit and wiring to connect the exhaust fan to the light switch.	16
103	Provide a generator to supply temporary power to the building while awaiting permanent service feeds to the building.	\$ 7,377.00	Owner Request	During Construction it was determined that the Contractor would need to provide a generator for temporary power to the building so that critical construction activities could continue while the permanent electrical service was being brought in to the building. The contract documents stipulated that the Contractor would have access to power and water for their construction activities.	16

## 3/19/08 W.A. THOMAS CO., INC. PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
104	Install concrete thrust blocks at new hydronic service piping extending from the building to the point of connection on the campus system. (The new hydronic service piping was PCO #47 on Change Order #7.)	\$ 6,467.00	Owner Request	During construction it was necessary to install concrete thrust blocks at the 90 degree bends in the hydronic piping that services the building. The hydronic piping was installed as a change order, PCO#47 on Change Order #7. The cost of installing thrust blocks was not included in the previous pricing for PCO#47. This change order is for the cost to install the thrust blocks.	16
105	Storm Drain System: Increase the size of storm drain piping to match existing campus pipe size. Increase the length of piping along west side of building. Move the point of connection to a new location.	\$ 9,926.00	Unforeseen Condition	During construction it was observed that the existing campus storm drain system piping was larger in diameter and located differently than what was anticipated and shown on the drawings. The Contractor was directed to increase the diameter of the new piping being installed to match existing campus piping and to extend the length of pipe to a new point of connection.	16
106	Acoustic Ceilings: Modify acoustic T-bar ceilings for overhead rollup doors.	\$ 1,014.00	Unforeseen Condition	During construction it was identified that the acoustic T-bar ceilings would need to be modified at the overhead doors to provide for an 8" clearance space as required by the manufacturer.	16
107	Exit Light: Change the exit light at the elevator corridor.	\$ 329.00	Owner Request	During construction the ceiling height at the corridor adjacent to the elevator had to be lowered to accommodate mechanical equipment and ducting that was to be installed above ceilings. With the lowered ceiling, it was observed that the specified exit lights to be installed at the ceilings would hang lower than desired. The Contractor was directed to change the exit lights to a shorter style so they would not hang too low.	16
108	Provide audio/video equipment installation and additional data cabling and drops at various locations.	\$ 40,517.00	Owner Request	During construction the Contractor was directed to include into their scope of work the installation of all Owner-furnished audio/video equipment for the building. This work included installation of all smart panel A/V cabinets, ceiling mounted projectors, and speakers. Additional data drops were required at various locations for users' network equipment (printers, copiers, etc.) This scope of work was originally scheduled to be provided by the District.	16
109	Change pull-chain locations on 15 window shades.	\$ 1,099.00	Owner Request	After the installation of Owner's furniture in the building, it was observed that the pull-chains that controlled the window shades at some rooms should be changed to the opposite side for better access and to avoid conflict with the furniture. The Contractor was directed to make the necessary changes to the pull-chains.	16



3/19/08 W.A. THOMAS CO., INC. PCO's RECOMMENDED FOR APPROVAL

PCO	Description	Negotiated Amount	Reason	Summary	CO
110	Landscape Changes: Add landscaping to the northwest corner of the building. Modify planting shrubs and tree types, add flagpole and donor brick walkways.	\$ 73,523.00	Owner Request	During construction it was determined that the barren area at the northwest corner of the building site should be landscaped. The Contractor was directed to provide additional landscaping and site work. The work included removing unsuitable soil and installing good top soil, and adding hydro seeding, trees and irrigation to the barren northwest area. Work also included making changes to the species and quantity of trees to be provided, and minor revisions to the species of shrubs. Work also included adding a flagpole with a concrete base, lighting, and recessed concrete slab for the new donor brick walkways at Bldg. 400.	16
<b>TOTAL \$ 166,868.00</b>					



# Change Order

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

**Project #** BLDG 400, Student Services Ctr. (06-005)  
**Tel:** 707-864-7189 **Fax:** 707-207-0423

**Kitchell CEM**

**Date:** 3/19/2008

**To Contractor:**  
 W.A. Thomas Co., Inc.  
 2356 Pacheco Blvd  
 Martinez, CA 94553

**Architect's Project No.:**  
**Contract Date:** 5/22/2006  
**Contract Number:** 06-005  
**Change Order Number:** 16

This contract is hereby revised by the following items:

PCO	Description	Amount
96	New interior separation wall and hollow metal framed window, between Transfer Center Room 472 and Career Center Room 474.	\$ 1,890.00
97	Provide electrical service to new Owner furnished Emergency Blue Light Phone and Parking Ticket Dispensing Machine.	\$ 12,546.00
98	Add (1) additional Exterior Hose Bib.	\$ 227.00
99	Add Carpet over existing VCT in Veteran's Office Room 463A, per Owner's Request.	\$ 800.00
100	Lower all Markerboards and install Walltalker Tack-Wall surface materials above Markerboards at exposed wall surface.	\$ 8,244.00
101	Install concealed 180-degree door closers at all corridor doors in lieu of contract-specified door closer.	\$ 2,165.00
102	Add wiring and relay to connect exhaust fan EF-3 to the light switch at janitor's closet.	\$ 744.00
103	Provide a generator to supply temporary power to the building while awaiting permanent service feeds to the building.	\$ 7,377.00
104	Install concrete thrust blocks at new hydronic service piping extending from the building to the point of connection on the campus system. (The new hydronic service piping was a change order, PCO #47 on Change Order #7).	\$ 6,467.00
105	Storm Drain System: Increase the size of storm drain piping to match existing campus pipe size. Increase the length of piping along west side of building. Move the point of connection to a new location.	\$ 9,926.00
106	Acoustic Ceilings: Modify acoustic T-bar ceilings for overhead rollup doors.	\$ 1,014.00
107	Exit Light: Change the exit light at the elevator corridor.	\$ 329.00
108	Provide Audio/Video equipment installation and additional data cabling and drops at various locations.	\$ 40,517.00
109	Change pull-chain locations on 15 window shades.	\$ 1,099.00
110	Landscape Changes: Add landscaping to the northwest corner of the building. Modify planting shrubs and tree types, add flagpole and Donor Brick walkways.	\$ 73,523.00

The original Contract Value was .....	\$ 10,387,480.00
Sum of changes by prior Change Orders.....	\$ 792,127.00
The Contract Value prior to this Change Order was .....	\$ 11,179,607.00
The Contract Value will be changed by this Change Order in the amount of .....	\$ 166,868.00
The new Contract Value Including this Change Order will be .....	\$ 11,346,475.00
The Contract duration will be changed by .....	0 Days

**W.A. Thomas, Inc.**  
 Contractor  
 2356 Pacheco Blvd  
 Martinez, CA 94553  
 Address  
 By Laurence Maller  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**LPA**  
 Architect  
 5161 California Avenue  
 Irvine, CA 92617  
 Address  
 By Michael Henning  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

**Solano Community College District**  
 Owner  
 4000 Suisun Valley Road  
 Fairfield, CA 94534  
 Address  
 By Frank W. Kitchen  
 Signature \_\_\_\_\_  
 Date \_\_\_\_\_

AGENDA ITEM 9.(a)  
MEETING DATE March 19, 2008

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

**TO:** Members of the Governing Board

**SUBJECT:** BID #08-004, AUTHORIZATION TO AWARD CONTRACT TO WALSH ELECTRONICS SYSTEMS TECHNOLOGY FOR THE VALLEJO CENTER SECURITY SYSTEM PROJECT

**REQUESTED ACTION:** ACCEPTANCE OF BID #08-004

**SUMMARY:**

It is recommended that the District award the installation of a comprehensive security system for the Vallejo Center to Walsh Electronics Systems Technology. The total base bid amount is \$109,115. Attached is the bid analysis prepared by Kitchell CEM Staff.

The new security system will include the installation of wiring and devices such as cameras, motion detectors, card readers, concealed magnetic alarm contacts and any other materials necessary to provide adequate levels of security that allow for remote monitoring by police services and physical security for the Vallejo Center.

This was the second attempt to publicly bid this scope of work. In the first attempt to bid this work, two bids received were incomplete and declared non-responsive.

**CONTINUED ON NEXT PAGE:**

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

Frank W. Kitchen  
Director of Facilities

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Maintenance & Operations

**ORGANIZATION**

March 7, 2008

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



**GERALD F. FISHER**  
Superintendent/President

March 7, 2008

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

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

**TO:** Members of the Governing Board

**SUBJECT:** **BID #08-004, AUTHORIZATION TO AWARD CONTRACT TO WALSH ELECTRONICS SYSTEMS TECHNOLOGY FOR THE VALLEJO CENTER SECURITY SYSTEM PROJECT**

**REQUESTED ACTION:** **ACCEPTANCE OF BID #08-004**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

During the second public bid the District received one bid from Walsh Electronic Systems, which contained two (2) minor irregularities. The irregularities included typographical errors and the non-submittal of Form 313 (Bidder's Information Sheet). Under the terms of the contract documents, under law, and based on the facts, the District has discretion to determine the responsiveness of the submitted bid. The District has factually determined that the irregularities do not affect the price or quality of the submitted bid. Therefore, the District waives any and all irregularities in the Walsh bid, including, but not limited to, any typographical errors and any failure to submit Form 313 (Bidder's Information Sheet).

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board. A copy of the bid plans, specifications and addendums for this project are available for review upon request through the Facility Office.



# Preliminary Result

Project: SCCD - Vallejo Center Security System  
 Meeting: Bid Opening  
 Bid Date: 01/24/08  
 Bid Time: 2:00:00 PM  
 Bid Location: Bldg 1900

Bidder	00310 - Bid Form	00311 Subcontractor List	00312 - Non Collusion Affidavit	00313 - Bidder Information Sheet	00314 - Statement of Experience	00501 - Bidder Bond	Bondability Letter	Addenda 1	Addenda 2	Addenda 3	Addenda 4	Addenda 5	Addenda 6	Addenda 7	Addenda 8	Addenda 9	Addenda 10	Base Bid															
1	Walsh Electronic Systems Technology	X	X		X	X	X	X	X	X	X	X	X	X	X			\$ 109,115.00															
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"></td> <td style="width:15%;">Engineers Estimate</td> <td style="width:15%; text-align: right;">\$</td> <td style="width:15%; text-align: right;">152,000.00</td> </tr> <tr> <td></td> <td>Low Bid</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">109,115.00</td> </tr> <tr> <td></td> <td>Average Bid</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">109,115.00</td> </tr> <tr> <td></td> <td>Adjusted Average Bid (Drop High and Low Bids)</td> <td></td> <td></td> </tr> </table>																			Engineers Estimate	\$	152,000.00		Low Bid	\$	109,115.00		Average Bid	\$	109,115.00		Adjusted Average Bid (Drop High and Low Bids)		
	Engineers Estimate	\$	152,000.00																														
	Low Bid	\$	109,115.00																														
	Average Bid	\$	109,115.00																														
	Adjusted Average Bid (Drop High and Low Bids)																																

1 Incomplete package due to missing form.

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

**TO: Members of the Governing Board**  
**SUBJECT: BID #08-006, AUTHORIZATION TO AWARD CONTRACT TO VALLEY CREST LANDSCAPE DEVELOPMENT, INC., FOR THE ATHLETIC FIELD RENOVATIONS PROJECT**

**REQUESTED ACTION: ACCEPTANCE OF BID #8-006**

**SUMMARY:**

It is recommended that the District award the Athletic Field Renovations Project to Valley Crest Landscape Development, Inc., the low responsive bidder, in the amount of \$3,546,000.00, including bid alternate items #1 through #21. The base bid and alternate items listed are well under the final Engineer's Estimate of \$4,329,712 provided by the design consultant.

The base bid for this project was \$2,987,700. The total cost of all alternates requested by the District is \$558,300. The base bid and all 21 alternates are included in this proposed bid. Attached are the bid result documents prepared by the Kitchell CEM staff. This project involves the demolition, renovation and construction of the current Athletic Fields (including Baseball, Softball, Soccer and practice Football fields).

Frank W. Kitchen, Director of Facilities, will be at the meeting to answer any questions from the Governing Board. A copy of the bid plans, specifications and addendums for this project are available for review, upon request through the Facilities Office.

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

Frank W. Kitchen  
Director of Facilities

**PRESENTER'S NAME**

400 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Maintenance & Operations

**ORGANIZATION**

March 7, 2008

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



**GERALD F. FISHER**  
Superintendent/President

March 7, 2008

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



4000 Suisun Valley Road, Fairfield, California, 94534

Phone: (707) 864-7189  
Fax: (707) 207-0423

# Preliminary Result

	00311 Subcontractor List	00312 - Non Collusion Affidavit	00313 - Bidder Information Sheet	00314 - Statement of Experience	00501 - Bidder Bond	Bondability Letter	Addenda 1	Addenda 2	Addenda 3	Addenda 4	Base Bid	Alternate 01 Softball Field: Furnish and Install Gopher Barrier	Alternate 02 Softball Field: New "Royal Blue" Chain Link Fence Stats	Alternate 03 Softball Field: Furnish and Install Portable Aluminum Bleacher Systems	Alternate 04 Football Field: New 21' Tall Scaffolded Tower	Alternate 05 Football Field: Construct Football Practice Fields to Area North of Existing Stadium in Lieu of Base Bid	Alternate 21 Football Field: Furnish and Install Irrigation and Tree Planting at Base Bid	Alternate 06 Baseball Field: Furnish and Install Gopher Barrier Inside of New Outfield Fence	Alternate 07 Baseball Field: New "Royal Blue" Synthetic Surfacing System at Home Plate Area	Alternate 08 Baseball Field: New "Royal Blue" Chain Link Fence and Sideline Fences	Alternate 09 Baseball Field: New "Royal Blue" Chain Link Security Fencing
	X	X	X	X	X	X	X	X	X	X	\$ 2,987,700.00	\$ 10,000.00	\$ 30,000.00	\$ 19,700.00	\$ 217,000.00	\$ 6,000.00	\$ 20,000.00	\$ 14,000.00	\$ 15,000.00	\$ 20,000.00	
	X	X	X	X	X	X	X	X	X	X	\$ 3,470,700.00	\$ 7,370.00	\$ 44,000.00	\$ 28,250.00	\$ 14,000.00	\$ 10,545.00	\$ 27,750.00	\$ 26,980.00	\$ 25,230.00	\$ 41,656.00	
	X	X	X	X	X	X	X	X	X	X	\$ 3,525,325.00	\$ 7,500.00	\$ 30,535.00	\$ 26,510.00	\$ 818,882.00	\$ 8,785.00	\$ 39,085.00	\$ 15,630.00	\$ 25,600.00	\$ 42,270.00	
	X	X	X	X	X	X	X	X	X	X	\$ 3,548,000.00	\$ 3,981.17	\$ 26,750.66	\$ 20,520.00	\$ 87,200.00	\$ 9,720.00	\$ 7,645.00	\$ 11,448.00	\$ 24,042.96	\$ 39,695.40	
	X	X	X	X	X	X	X	X	X	X	\$ 3,557,100.00	\$ 6,098.00	\$ 60,263.00	\$ 35,370.00	\$ 396,542.00	\$ 10,298.00	\$ 19,974.00	\$ 16,043.00	\$ 33,694.00	\$ 55,629.00	

Engineers Estimate	\$ 3,500,000.00
Low Bid	\$ 2,987,700.00
Average Bid	\$ 3,417,765.00
Adjusted Average Bid (Drop High and Low Bids)	





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

**TO: Members of the Governing Board**

**SUBJECT: CHILDREN'S PROGRAMS FACILITIES RENOVATION  
AND REPAIR CONTRACT - CRPM - 7076**

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

**SUMMARY:**

The program will receive an award of \$14,800 for facility renovations and repairs from the fiscal year 2007-08 Budget Act. The funding will assist the program with efforts to maintain a healthy, safe, and accessible environment for the children.

The contract performance period is December 15, 2007 through June 30, 2010.

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

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

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

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7183

**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

March 7, 2008

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



**GERALD F. FISHER**  
Superintendent/President

March 7, 2008

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 07-08 thru 09-10**

DATE: December 15, 2007

CONTRACT NUMBER: CRPM-7076

PROGRAM TYPE: FACILITIES RENOVATION AND REPAIR

PROJECT NUMBER: 48-7055-00-7

**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 use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. 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.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from December 15, 2007 through June 30, 2010. The total amount payable pursuant to this agreement shall not exceed \$14,800.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFSS) on Form CDFSS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period December 15, 2007 through June 30, 2008 shall be included in their 2007/08 audit. Expenditures for the period July 1, 2008 through June 30, 2009 shall be included in the 2008/09 audit. Expenditures for the period July 1, 2009 through June 30, 2010 shall be included in the 2009/10 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke		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 \$ 14,800  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 14,800	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		Department of General Services use only
	(OPTIONAL USE) 0656		FC# 93.575 PC# 000326		
	14130-7055				
	ITEM 30.10.020.901 6100-196-0890	CHAPTER 171	STATUTE 2007	FISCAL YEAR 2007-2008	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290		T.B.A. NO.		B.R. NO.	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		DATE			
SIGNATURE OF ACCOUNTING OFFICER					

(Rev. 5/07)

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 clause(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](http://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.

# Exhibit B

## Service Location(s)

Applicant	County	Vendor	Site Name
Solano Community College	Solano	7055	Solano Community College Children's Programs

### 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 2007/08-2009/10.

### RESOLUTION

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

authorizes entering into local agreement number/s CRPM-7076 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 19th day of March 2008 2007/08-2009/10, 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 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 10.(a)  
 MEETING DATE March 19, 2008

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

**TO: Members of the Governing Board**

**SUBJECT: FIRST READING OF NEW STUDENT SERVICES POLICY  
 5055, SERIES 5000**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, District staff presents for information Student Services Policy 5055 (Enrollment Priorities).

The Executive Council reviewed and approved new Policy 5055 (Enrollment Priorities) at their meeting held December 10, 2007. The Shared Governance Council reviewed and approved this new policy at their meeting held February 13, 2008.

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

Lisa J. Waits, Ed.D., Vice President  
 Student Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

(707) 864-7223

**TELEPHONE NUMBER**

Student Services

**ORGANIZATION**

March 7, 2008

**DATE SUBMITTED TO  
 SUPERINTENDENT/PRESIDENT**

  
 GERALD F. FISHER  
 Superintendent/President

March 7, 2008

**DATE APPROVED BY  
 SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT**

**ENROLLMENT PRIORITIES**

**5055**

**POLICY:** All courses of the District shall be open to enrollment, subject to a priority system that may be established. Enrollment also may be limited to students meeting properly validated prerequisites and corequisites, or due to other, practical considerations.

The Superintendent/President or designee shall establish procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

**REFERENCES/  
AUTHORITY:**

Title 5, Sections 51006, 58106, 58108

LW:lg

BP5055

Executive Council Review: December 10, 2007

Shared Governance Review: February 13, 2008

**ADOPTED:** XXXXXX



**AGENDA ITEM** 10.(b)  
**MEETING DATE** March 19, 2008

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

**TO:** **Members of the Governing Board**

**SUBJECT:** **FIRST READING OF REVISIONS TO HUMAN  
RESOURCES POLICIES, SERIES 4000**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, District staff presents for information Human Resources Policies 4300 (Drug-Free Workplace); 4310 (Americans with Disabilities); 4420 (Extended Day and Summer School Employment); 4430 (Termination of Temporary and Substitute Employees); 4440 (Student Intern Instructors/Counselors); 4530 (Reemployment); 4540 (Sabbatical Leaves); 4700 (The Classified Service); 4730 (Compensation and Related Benefits); 4740 (Leaves); 4750 (Vacation and Holidays); 4760 (Layoff of Employees); 4770 (Disciplinary Action); 4775 (Discipline and Dismissal - Academic Employees); and 4790 (Whistleblower Protection).

The Executive Council reviewed and approved these policies at their meeting held January 22, 2008. The Shared Governance Council reviewed and approved these policies at their meetings held February 13, 2008, February 27, 2008 or March 12, 2008.

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

Richard 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**

March 12, 2008

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**

*Gerald F. Fisher*

**GERALD F. FISHER**  
Superintendent/President

March 12, 2008

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

**DRUG-FREE WORKPLACE**

4300

**POLICY:**

~~The Solano Community College District, by virtue of this policy, commits to the adoption, implementation and enforcement of Public Law 100-690 also known as the Drug Free Workplace Act of 1988. The Superintendent President, or designee, shall establish programs and procedures to ensure the maintenance of a drug free workplace in accordance with this policy.~~ **The District shall be free from all drugs and from the unlawful possession, use or distribution of illicit drugs and alcohol by employees.**

~~This policy applies to every aspect of District wide employment and its educational programs in an effort to provide a drug free workplace and drug free educational environment.~~ **The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in all facilities under the control and use of the District.**

~~It shall be the responsibility of the Governing Board and the Superintendent President to ensure effective implementation and support of the policy.~~ **Any employee who violates this policy will be subject to disciplinary action, which may include referral to an appropriate rehabilitation program, suspension, demotion or dismissal.**

**REFERENCES/  
AUTHORITY:**

Public Law 100-690, 5151-5160, 41 U.S.C. 701, et seq.  
(The Drug-Free Workplace Act of 1988)

**Drug Free Schools and Communities Act, 20 U.S.C.  
Section 1145g and 34 C.F.R. Section 86.1 et seq.**

BF/ew  
Poli4300  
RDC/zg

**ADOPTED:** June 20, 1990

**REVISED:** \_\_\_\_\_

Approved EC: <u>1/22/08</u> Approved SGC: <u>2/13/08</u>
---

**SOLANO COMMUNITY COLLEGE DISTRICT**

**AMERICANS WITH DISABILITIES**

**4310**

**POLICY:** The Governing Board of the Solano Community College District ensures that employment practices do not unlawfully discriminate against qualified persons with disabilities in the application and recruitment processes, pre-employment testing, hiring, advancement, training, compensation and termination of employment, or in the terms, conditions and privileges of employment.

Solano Community College District, to the extent required by law, will make reasonable accommodations for qualified individuals with disabilities who are employees or applicants for employment unless undue hardship, as **defined by law**, would result.

**REFERENCES/**

**AUTHORITY:** Americans with Disabilities Act of 1990 (ADA)  
Section 504 of the Rehabilitation Act of 1973  
California Government Code Sections 12926 and 12940 (FEHA)  
California Code of Regulations Sections 7293 - 7294

SLD/zg: ADA Policy

8/14/96

**RDC/zg**

**ADOPTED:** May 21, 1997

**REVISED:** \_\_\_\_\_

<p><b>Approved EC: <u>1/22/08</u></b> <b>Approved SGC: <u>2/13/08</u></b></p>
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SOLANO COMMUNITY COLLEGE DISTRICT

EXTENDED DAY AND SUMMER SCHOOL EMPLOYMENT

4420

**POLICY:** All extended day and summer school faculty members shall be employed by payroll memo/notice of employment and paid in regular equal monthly installments in concert with the payroll dates.

Extended day instructors are expected to meet all classes during the semester or session. Failure to meet such classes shall result in a loss in the following month's pay for the total hours missed, excluding sick leave, personal necessity and bereavement leave.

The sick leave does not apply to extended day faculty employed by with a special contract by another agency.

If the District is forced to cancel a class and prior notification is given to affected employee(s), the District shall not be obligated to pay the salary.

**REFERENCES/  
AUTHORITY:**

Solano Community College District Governing Board

JW/ ew ~~SLD/zg~~RDC/zg

Peli ~~BP~~ 4420

**ADOPTED:** April 17, 1972

**REVISED:** February 18, 1987, \_\_\_\_\_

Approved EC: 1/22/08  
Approved SGC: 2/13/08

**SOLANO COMMUNITY COLLEGE DISTRICT**

**TERMINATION OF TEMPORARY AND ~~SUBSTITUTE~~ EMPLOYEES**

**4430**

**POLICY:** The Governing Board or **designee** may terminate the employment of temporary employees (**adjunct and substitute**) at ~~any time~~ **its discretion at the end of a day or week whichever is deemed appropriate.**

~~Substitute employees can be dismissed at the discretion of the Governing Board.~~

**The decision to terminate the employment is not subject to judicial review except as to the time of termination.**

**REFERENCES/**

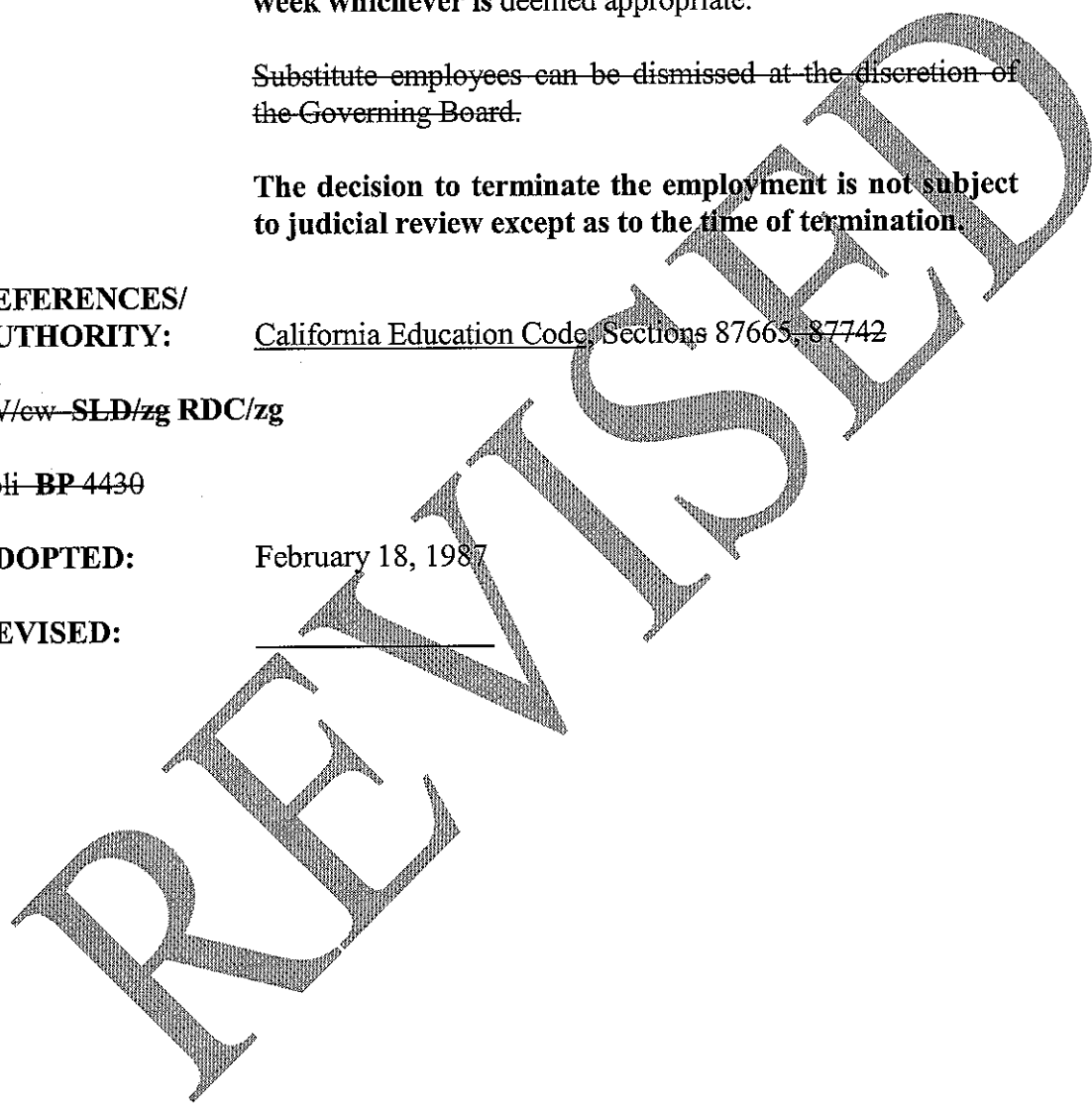
**AUTHORITY:** California Education Code, Sections 87665, 87742

~~JW/ew-SLD/zg RDC/zg~~

~~Poli-BP 4430~~

**ADOPTED:** February 18, 1987

**REVISED:** \_\_\_\_\_



Approved EC: 1/22/08  
Approved SGC: 2/27/08

**SOLANO COMMUNITY COLLEGE DISTRICT**

**STUDENT INTERN INSTRUCTORS/COUNSELORS**

4440

**POLICY:** The District may participate cooperatively with other accredited institutions in student teaching and internship programs upon approval of the division/department involved, **the appropriate Vice President** and the Superintendent/President.

**REFERENCES/  
AUTHORITY:** Solano Community College District Governing Board

~~JW/ewSLD-RDC/zg~~

~~PoliBP4440~~

**ADOPTED:** April 3, 1972

**REVISED:** February 18, 1987

**REVISED**

Approved EC: <u>1/22/08</u> Approved SGC: <u>2/13/08</u>
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**SOLANO COMMUNITY COLLEGE DISTRICT**

**REEMPLOYMENT**

4530

**POLICY:** When any ~~certificated~~ **academic** employee has resigned or been dismissed for cause and shall thereafter be reemployed by the Governing Board, the date of employment shall be deemed to be the date on which he/she rendered paid service after reemployment.

When an employee's services are terminated for lack of enrollment or discontinuance of service or are otherwise interrupted in a manner declared by law not to constitute a break in service, his/her original order of employment shall stand.

**REFERENCES/  
AUTHORITY:**

California Education Code, Section 87417

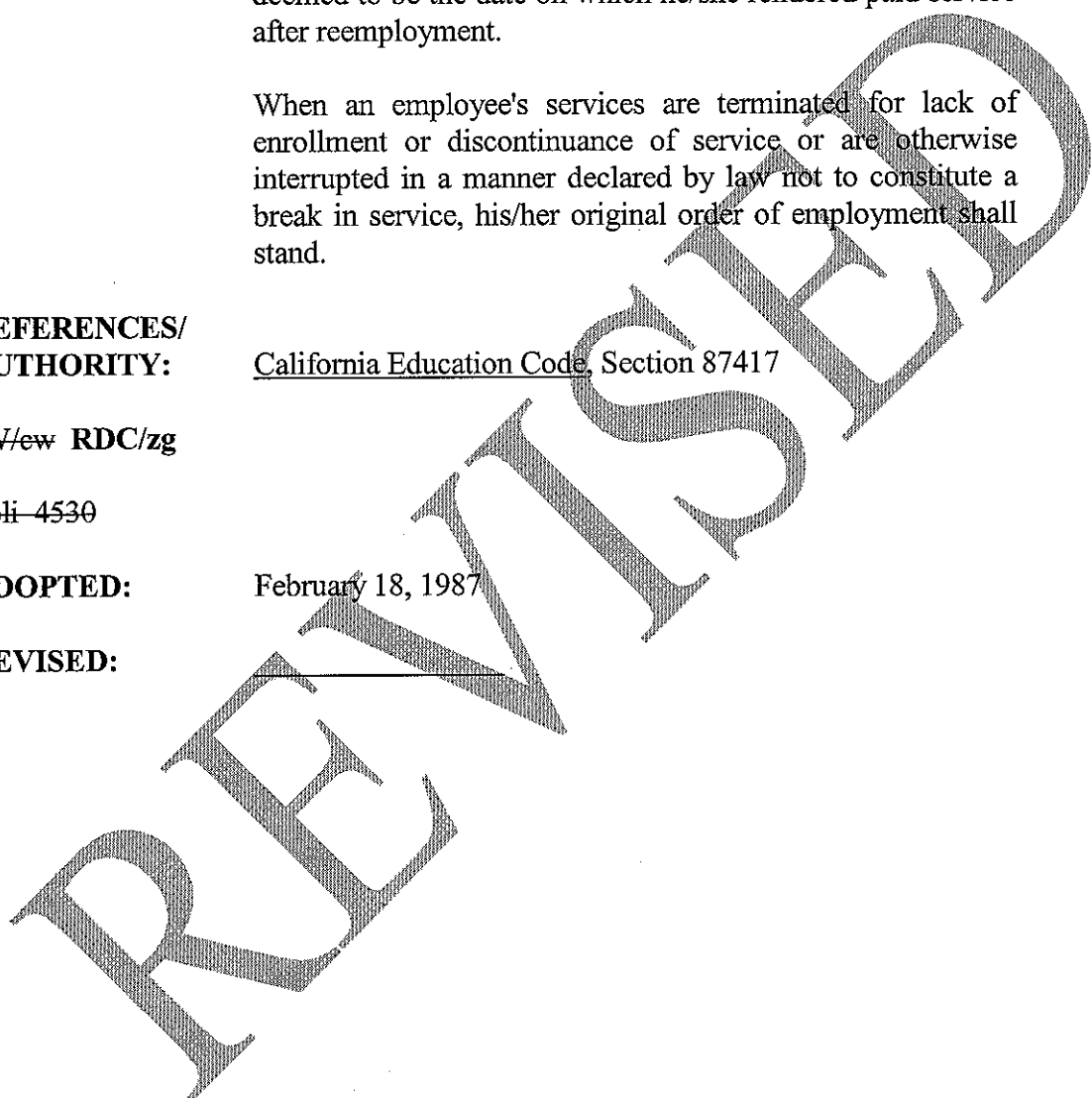
JW/ew RDC/zg

Poli 4530

**ADOPTED:** February 18, 1987

**REVISED:**

Approved EC: 1/22/08  
Approved SGC: 2/27/08



**SOLANO COMMUNITY COLLEGE DISTRICT**

**SABBATICAL LEAVES**

4540

**POLICY:** Sabbatical leaves are granted to provide opportunities to improve professional skills which will benefit students and the District. Sabbatical leave guidelines are established through collective bargaining agreements with the faculty.

**Periods of Sabbatical Leave**

A sabbatical leave may not be granted for a period of less than one (1) full semester nor more than one (1) year. A one (1) year leave may be taken in separate semester periods rather than for a continuous one (1) year period provided that the leave for both of the semester periods shall be commenced and completed within a three (3) year period and that such a plan is clearly stated at the time of the original application. Any period of service by the individual intervening between the two (2) separate semester periods or separate quarters of the leave shall comprise a part of the service required for a subsequent such leave.

**Employment During Sabbatical Leaves**

In his/her application for sabbatical leave, the employee shall fully disclose all facts relating to any compensation to be received by him/her, other than expense reimbursement, whether from employment, grant, fellowship, or any other source which is an integral or related part of his/her sabbatical program. Such compensation that brings the employee's total income in excess of one hundred (100) percent of the employee's salary for that year had he/she not taken leave will be deducted from the District's contribution.

**Required Service After Sabbatical Leave - Written Agreement**

Every employee, as a condition to being granted a sabbatical leave, shall agree in writing to render a period of service in the employ of the Governing Board of the District following his/her return from the leave which is equal to twice the period of the leave.



**SABBATICAL LEAVES (Continued)**

4540

**Pro Rata Reduction of Payment Upon Default**

If the employee does not serve for the entire period of service agreed upon, the amount of compensation paid for the leave shall be reduced by an amount which is proportional to the amount of time not served. Exceptions may be made by the Governing Board and as stipulated in the Education Code.

If the employee fails to comply with the terms of the Sabbatical Leave Agreement or this policy or any state laws regarding sabbatical leaves, such default may result in loss of compensation to the employee.

**Liability for Death or Injury During Leave**

Both the Governing Board of the Community College District and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in an **academic** position when the death or injury occurs while the employee is on any leave of absence.

In the event of the death or permanent disability of the employee at any time during the sabbatical leave, the employee or his/her estate will be relieved of any remaining financial obligation as incurred under this Section.

**Salary Increases and Placement on Salary Schedule**

An employee who is granted a sabbatical leave shall be subject to the salary schedule in effect at the time of his/her return. Upon his/her return to employment, an employee who has satisfied the conditions governing the granting of his/her leave may count, toward placement on the salary schedule, credits earned for professional improvement during sabbatical leave. The leave shall be considered as time in service in the District for salary schedule purposes.

**SABBATICAL LEAVES (Continued)**

**4540**

**REFERENCES/**

**AUTHORITY:** California Education Code, Sections 87767-71, 87774-75

Solano Community College Governing Board

**SLD/zg**

**BP 4540**

**ADOPTED:** April 3, 1972

**REVISED:** May 18, 1988

**DELETE (Exists in CBA)**

Approved EC: <u>1/22/08</u>
Approved SGC: <u>2/13/08</u>

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

**THE CLASSIFIED SERVICE**

**4700**

**POLICY:** The classified service in the Solano Community College District shall consist of personnel employed in positions not requiring certification. All employees so assigned shall be known as the classified service.

Regular employees are individuals appointed on a continuing basis in an authorized position and include the following:

- A. Probationary employees. A new employee in the classified service shall serve a probationary period and shall be designated as a probationary employee.
- B. Permanent employees. Permanent status is accorded to an employee who has filled an authorized position on a regular basis and who has performed satisfactorily for a designated probationary period.

Employees are either:

- A. Full-time employees. Regular employees appointed on a continuing basis in a position requiring service of eight (8) hours a day or forty (40) hours a week.
- B. Part-time employees. Regular employees appointed on a continuing basis in a position which requires service of less than eight (8) hours a day or less than forty (40) hours a week.

**REFERENCES/AUTHORITY:** California Education Code, Sections 88001, 88004, 88013

JW/cw

Poli4700

**ADOPTED:** May 19, 1982  
**REVISED:** February 18, 1987

<p>Approved EC: <u>1/22/08</u>          Approved SGC: <u>2/13/08</u></p>
--

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

**COMPENSATION AND RELATED BENEFITS**

4730

**POLICY:**

**Reclassification of Position**

4730.1

The Governing Board may, upon the recommendation of the Superintendent/President and upon agreement with the appropriate collective bargaining unit, as required, reclassify a position to a more appropriate class, whether new or already created. Reclassification of a position may result from a study which reveals that the responsibility level or job duties of a particular position have changed sufficiently to meet the requirements of a different position class.

An employee has the right to request reclassification of a position.

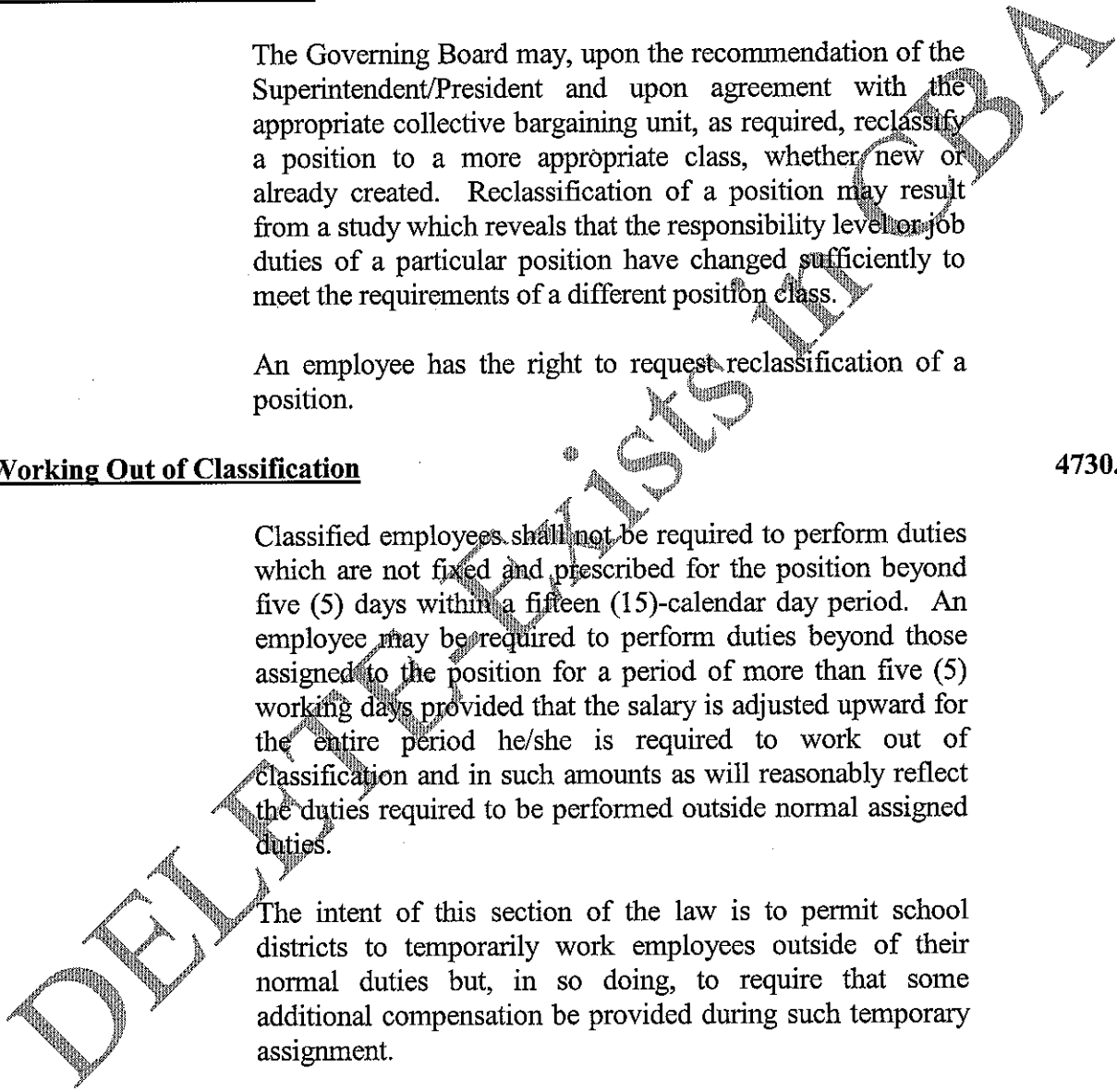
**Working Out of Classification**

4730.2

Classified employees shall not be required to perform duties which are not fixed and prescribed for the position beyond five (5) days within a fifteen (15)-calendar day period. An employee may be required to perform duties beyond those assigned to the position for a period of more than five (5) working days provided that the salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside normal assigned duties.

The intent of this section of the law is to permit school districts to temporarily work employees outside of their normal duties but, in so doing, to require that some additional compensation be provided during such temporary assignment.

No employee shall be required or permitted to work out of classification without prior approval of the Superintendent-President or designee.



**COMPENSATION AND RELATED BENEFITS (Continued) 4730**

**Workweek/Workday 4730.3**

The Superintendent/President may make adjustments in workdays in case of emergency and/or in the interest of efficiency of operation of the District.

The actual schedule of days and hours worked may vary with the individual departments.

Academic Schedule - The regular workweek shall be forty (40) hours within any seven (7) day period and the workday shall be eight (8) hours within any twenty-four (24) hour period. These provisions do not restrict the extension of a regular workweek or workday on an overtime basis when necessary to carry on the business of the District.

Summer Schedule - The Governing Board may establish a ten (10)-hour-per-day, forty (40)-hour, four (4)-consecutive-day workweek for all or certain classes of its employees provided the establishment of such a workweek has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through the employee organization representing a majority of the concerned employees.

**Overtime (Fair Labor Standards Act) 4730.4**

Fair Labor Standards Act overtime is defined to include any time required to be worked in excess of the standard workweek designated by the District.

Prior approval for overtime must be granted by the Dean on the recommendation of the appropriate supervisor.

The Governing Board shall provide for such compensation or compensatory time off at a rate equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.

**COMPENSATION AND RELATED BENEFITS (Continued)**

**4730**

**REFERENCES/**

**AUTHORITY:** California Education Code, Sections 88010, 88026, 88027, 88031

Fair Labor Standards Act

JW/ew SLD/zg

Peli BP 4730

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DELETE-Exists in CBA

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**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT****LEAVES**

4740

**POLICY:** Employees shall be granted leaves of absence as provided by the California Education Code, collective bargaining agreements and/or policy manual.

Leave records are maintained by the Personnel Office. Leave time is recorded in hours and may be taken in thirty (30) minute units; less than thirty (30) minutes will be charged as thirty (30) minutes and more than thirty (30) minutes shall be charged as one (1) hour.

**Quarantine**

4740.1

When a period of enforced quarantine occurs requiring an employee(s) to be absent from duty, he/she shall receive full salary, and no deduction shall be made from accrued sick leave.

A written statement from a licensed or other qualified physician and/or public health authorities relative to the quarantine restriction shall be required in all cases.

**Death of Employee or Former Employee**

4740.2

An employee may be permitted to be absent from duty for the purpose of attending the funeral services of an employee or a former employee of the District when the services are being held during the regular school day and do not interfere with the reasonable functioning of the District.

The appropriate manager may approve the request. Such absences shall not be deducted from authorized absences or leaves.

**Conference Attendance**

4740.3

A regular employee may be authorized to attend A meeting or conference without loss of salary and with reimbursement up to the authorized amount for necessary travel expenses and room and board upon receiving prior approval from the appropriate manager. Such leave shall not be charged against the employee.

**LEAVES (Continued)**

**4740**

**Long-Term Health Leave**

**4740.4**

A permanent employee who has been absent sixty (60) days because of industrial accident or illness and has used all days of earned illness absence and vacation time, may make a request to the Governing Board for a long-term health leave for a specified period of time not to exceed one (1) year. The leave may be renewed for one (1) additional six (6) month period by the Governing Board.

At the conclusion of the leave, an employee may return to a position within the class to which he/she was assigned providing the attending physician verifies that he/she is fully able to assume all the responsibilities of the position and providing a position is available. If at the conclusion of eighteen (18) months of absence, the employee is still unable to assume the duties of an available position in the same class, he/she will be placed on a re-employment list for a period of thirty-nine (39) months. If the employee is able to assume the duties of the position as verified by a physician's certificate within the thirty-nine (39) month period, he/she shall be considered for the first vacancy in the classification of his/her previous assignment. Re-employment shall take preference over all other candidates except those laid off for lack of work or funds. Upon resumption of duties, the break in service shall be disregarded and he/she shall be restored as a permanent employee.

**REFERENCES/  
AUTHORITY:**

Solano Community College District Governing Board

California Education Code, Section 88192

JW/ew SLD/zg

Poli BP 4740

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**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT****VACATION AND HOLIDAYS**

4750

**POLICY:** The Governing Board shall provide paid vacation and paid holidays for regular employees of the District as specified in respective collective bargaining agreements or the Management Salary, Benefits and Policies Manual.

**Vacation Schedules**

4750.1

Vacations shall be scheduled for employees at times least disruptive to the efficient operation of the District and with mutual consent of the employee and supervisor.

**Holidays**

4750.2

The following holidays shall be observed by Solano Community College:

1. Independence Day
2. Labor Day
3. Admission Day or another day as agreed upon by the bargaining units
4. Veterans Day
5. Thanksgiving Day
6. Day following Thanksgiving Day
7. Christmas Day
8. Day after Christmas Day
9. New Year's Day
10. Day after New Year's Day
11. Martin Luther King, Jr. Day
12. Lincoln Day
13. Washington Day
14. Last day of Spring Recess
15. Memorial Day

Each holiday shall be observed on the day provided by law, by presidential or gubernatorial proclamation, by the Governing Board or as provided by the collective bargaining agreements as appropriate in each case.

Admission Day if not observed as a non-work day may be authorized as a floating holiday.

**VACATION AND HOLIDAYS (Continued)**

**4750**

When a holiday falls on Sunday it shall be observed on the succeeding Monday; when a holiday falls on a Saturday it shall be observed on the preceding Friday.

**REFERENCES/  
AUTHORITY:**

California Education Code, Sections 88203, 88205, 88205.5, 88206

JW/ew SLD/zg

Pol: BP 4750

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**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

**LAYOFF OF EMPLOYEES**

**4760**

**POLICY:** An employee may be terminated from employment or receive a reduction in assigned hours worked because of lack of work or lack of funds. Layoff is not a disciplinary action.

The District shall lay off employees in accordance with District guidelines, California Education Code regulations and collective bargaining agreements, as appropriate.

**REFERENCES/  
AUTHORITY:**

California Education Code, Sections 88014-88017

JW/ew SLD/zg

Peh BP4760

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**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

**DISCIPLINARY ACTION**

4770

**POLICY:** A probationary employee may be released at any time by the Governing Board upon recommendation of the appropriate administrator or supervisor.

A permanent employee shall be subject to dismissal for cause as determined by the Governing Board and by procedures as established by the respective collective bargaining agreements, if applicable. The policies and procedures relating to dismissal are outlined under "Causes for Suspension, Demotion, Dismissal."

**Causes for Discipline**

4770.1

The Superintendent/President may for cause, dismiss, suspend, or demote any permanent or promotional probationary employee in the classified service.

Suspension: Temporary removal of an employee from his/her position with or without loss of pay as a disciplinary measure or removal of an employee preliminary to investigation of charges pending demotion or dismissal.

Demotion: Reduction of an employee from a given class (or group of similar positions combined under a common title) to a class having a lower salary rate. This does not apply to the reclassification of an entire group of employees.

Dismissal: Separation, discharge or permanent removal of an employee from his/her position for cause in accordance with the provisions of the California Education Code and Governing Board policies.

**Causes for Suspension, Demotion, Dismissal**

4770.2

One (1) or more of the following causes may be grounds for suspension, demotion, or dismissal of any person employed in the classified service:

- A. Incompetency or inefficiency in the performance of duties of the position.

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT****DISCIPLINARY ACTION (Continued)**

4770

- B. Insubordination (including, but not limited to, refusal to do assigned work).
- C. Carelessness or negligence in the performance of duty or in the care or use of District property.
- D. Discourteous, offensive, or abusive conduct or language toward other employees.
- E. Dishonesty.
- F. Drinking on the job, the possession of alcoholic beverages on the job, or reporting for work while under the influence of alcoholic beverages.
- G. Addiction to the use of narcotics.
- H. Personal conduct unbecoming to an officer or employee of the District.
- I. Engaging in political activity during assigned hours of employment.
- J. Conviction of any crime involving moral turpitude.
- K. Conviction for sex offense as defined in California Education Code, Section 88022.
- L. Repeated and unexcused absence or tardiness.
- M. Absence of three (3) or more days without authorization.
- N. Abuse of any leave privileges.
- O. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
- P. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Governing Board or by an appropriate state or local governmental agency.
- Q. Willful or persistent violation of the California Education Code or rules of the Governing Board
- R. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- S. Any willful failure of good conduct tending to injure the public service.
- T. Abandonment of position.

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT**

**DISCIPLINARY ACTION (Continued)**

**4770**

U. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.

**REFERENCES/  
AUTHORITY:**

California Education Code, Section 88013

*JW/ew-SLD/zg*

*Pol- BP 4770*

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## SOLANO COMMUNITY COLLEGE DISTRICT

## DISCIPLINE AND DISMISSAL – ACADEMIC EMPLOYEES

4775

**POLICY:**

A contract or regular employee may be dismissed or penalized for one or more of the grounds set forth in Education Code Section 87732. If the employee is to be penalized, the Board shall determine the nature of the penalties. If the Board decides to dismiss or penalize a contract or regular employee, it shall assure that each of the following has been satisfied:

- The employee has been evaluated in accordance with standards and procedures established in accordance with the provisions of Education Code Sections 87660 et seq., and any administrative procedure for evaluation contained in a collective bargaining agreement;
- The Board has received all statements of evaluation which considers the events for which dismissal or penalties may be imposed;
- The Board has received a recommendation from the Superintendent/President.
- The Board has considered the statements of evaluation and the recommendations in a lawful meeting.

If the Board decides it intends to dismiss or penalize a contract or regular employee, it shall take the actions required by the Education Code, and the Superintendent/President or designee shall thereafter assure that the employee is afforded the full post-termination due process required by the Education Code sections 87666 through 87681, and 897740.

The Superintendent/President shall establish procedures that define the conditions and processes for dismissal, discipline, and due process and ensure they are available to employees.

**REFERENCES/****AUTHORITY:**

California Education Code, Sections 87669 and 87732

RDC/zg

**ADOPTED:**

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SOLANO COMMUNITY COLLEGE DISTRICT

WHISTLEBLOWER PROTECTION

4790

**POLICY:** The Superintendent/President shall establish procedures regarding the reporting and investigation of suspected unlawful activities by district employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, "unlawful activity" refers to any activity—intention or negligent—that violates state or federal law, local ordinances, or District policy.

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, district employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation, and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

**REFERENCES/  
AUTHORITY:**

- California Labor Code, Section 1102.5
- California Government Code, Section 53296
- Private Attorney General Act of 2004 (Labor Code, Section 2698)
- Solano Community College District Governing Board

RDC/zg

**ADOPTED:** \_\_\_\_\_

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