

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

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

**EMPLOYMENT 2009-10**

**Change in Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Pei-Lin Van't Hul	From Scheduling Specialist To Curriculum Analyst	11/5/09

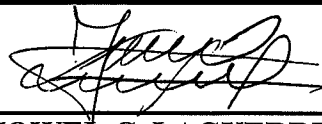
**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Kathleen Callison	Contract Ed Assessment Testing	11/5/09 – 12/7/09	\$ 26.11
David Campos	Substitute Custodian	10/11/09 – 6/30/09	\$ 12.20
Scott Mazak	Cinema/TV Instructor	11/5/09 – 12/30/09	\$ 60.80

**Nursing Faculty Recruitment & Retention Program (Grant Funded)**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Stipend Amount</u>
Glenn Burgess	Nursing Faculty Mentor	Fall 2009	\$ 1,000.00
Lynda Creighton	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 5,000.00
Lynn Denham-Martin	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 4,000.00

**Trudy Largent, J.D.**  
 Director of Human Resources

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

**October 23, 2009**  
**Date Submitted**

**October 23, 2009**  
**Date Approved**

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**November 4, 2009**

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**Nursing Faculty Recruitment & Retention Program (Grant Funded)**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Stipend Amount</u>
Theresa DiResta	Nursing Faculty Mentor	Fall 2009	\$ 1,000.00
Tracy Fields	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 4,000.00
Bonita Knuckles	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 6,000.00
Sarah Martin	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 6,000.00
April Palmer	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 6,000.00
Lisa Romero	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 4,000.00
Michelle Starbuck	Nursing Faculty Shift Differential	Fall 2009	\$ 500.00
Karen Wanek	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 2,000.00
	Nursing Faculty Mentor	Fall 2009	\$ 1,000.00
Evelyn Zlomke	Nursing Faculty Stipend	Fall 2009 & Spring 2010	\$ 6,000.00
	Nursing Faculty Shift Differential	Fall 2009	\$ 500.00

**Independent Contractors**

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
<b><u>Small Business Development Center</u></b> <b><u>Charles Eason, Responsible Manager</u></b>			
Johnnie Barber, Jr.	Counseling & technical assistance, City of Vacaville Contract	11/5/09 – 12/31/09	\$ 480.00
Jill Kuwamoto-Oyoung	Counseling & technical assistance, City of Vacaville Contract	11/5/09 – 12/31/09	\$ 480.00
Diana Thomas	Counseling & technical assistance, City of Benicia Contract	11/5/09 – 12/31/09	\$ 960.00
Billy Wigley	Counseling & technical assistance, City of Benicia Contract	11/5/09 – 12/31/09	\$ 1,120.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

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**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Charles Pyle	Guest Speaker, Art 52/54/55	11/9/09	\$ 150.00

**APPROVAL OF RECLASSIFICATIONS, CSEA, CHAPTER #211**

<b><u>Current Position</u></b>	<b><u>Proposed Position</u></b>	<b><u>Employee(s) Name</u></b>	<b><u>Effective</u></b>
1. Graphic Arts Technician Range 10	Graphic Arts Specialist Range 12	Dyana Fuller	7/1/09
2. Veterans Certification Specialist Range 13	Veterans Certification Specialist Range 15	Amy Utt	7/1/09

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Division/Department</u></b>
Ryan Brown	Lead skill drills in volleyball	PE/Athletics
Jaymie Hall	Lead skill drills in volleyball	PE/Athletics
Robert Hall	Lead skill drills in volleyball	PE/Athletics
Karl Santos	Lead skill drills in volleyball	PE/Athletics

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:

10/05/09	Vendor Payment	11015612-11015661	\$ 416,497.15
10/05/09	Vendor Payment	11015662-11015671	\$ 371,984.37
10/19/09	Vendor Payment	11015709-11015771	\$ 544,301.70
10/19/09	Vendor Payment	11015772-11015782	\$1,610,986.48
10/19/09	Vendor Payment	11015783-11015868	\$ 12,873.50
10/22/09	Vendor Payment	11015869-11015947	\$ 409,450.00
10/23/09	Vendor Payment	11015948-11015951	\$ 78,352.46
10/26/09	Vendor Payment	11015703-11015708	\$ 1,725.70

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, and Library.

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Susan Rinne  
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7000, ext. 4462

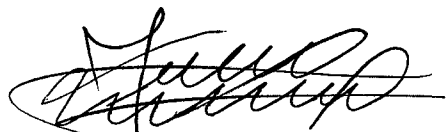
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

October 23, 2009

DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT



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

October 23, 2009

DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER NO. 3 TO AMERICAN RIVER  
CONSTRUCTION, INC., BUILDING 100 INTERIM  
REMODEL**

**REQUESTED ACTION: APPROVE CHANGE ORDER**

**SUMMARY:**

Board approval is requested for Change Order No. 3 to American River Construction, Inc's. base contract for the Building 100 Interim Remodel Project. The revised contract amount is as follows:

Contract Award Amount	\$	593,000.00	
Prior Change Orders	\$	43,260.09	
<b>Change Order No. 3</b>	\$	<b>23,456.01</b>	
Total Change Orders	\$	66,716.10	11.3% of Contract Award Amount
<b>Revised Contract Amount</b>	\$	<b>659,716.10</b>	
Total Project Budget	\$	5,101,763.00	

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

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

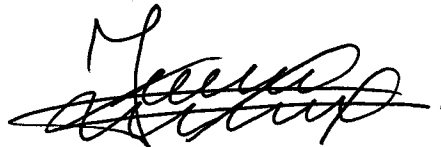
David Froehlich,  
Director of Facilities  
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA. 94534  
**ADDRESS**

(707) 864-7176  
**TELEPHONE NUMBER**

Facilities  
**ORGANIZATION**

October 23, 2009  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

October 23, 2009  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

**AMERICAN RIVER CONSTRUCTION, INC - BUILDING 100 INTERIM REMODEL**

<b>PCO</b>	<b>Description</b>	<b>Negotiated Amount</b>	<b>Reason</b>	<b>CO</b>
4	The IT department elected to provide much of the audio-visual equipment in lieu of the equipment being provided by the contractor. The owner directed the contractor to provide a credit proposal for the audio-visual equipment removed from the work scope.	\$ (3,389.31)	Owner Request	3
12	The electrical drawings did not include electrical power to the new automatic door opener on the south entrance of the building. The contractor was directed to furnish and install electrical power to the new automatic door opener including circuit breakers, conduit and wiring.	\$ 2,567.47	Error/Omission	3
17	The college elected to remove some data and electrical wiring from the contractor's scope of work after existing wiring was found to be sufficient. The owner directed the contractor to provide a credit proposal for the deletion of data and electrical wiring.	\$ (3,075.44)	Owner Request	3
18	The fire alarm drawings did not show a duct smoke detector required at a new fire smoke camper. The contractor was directed to furnish and install the new duct smoke detector including conduit, wirings, programming, and equipment to comply with fire codes.	\$ 3,092.99	Error/Omission	3
23	The existing toilet partitions in the Restrooms 112 and 113 were damaged and past their useful life. The owner directed the contractor to furnish and install new toilet partitions including all hardware.	\$ 13,892.55	Owner Request	3
26	Room 126 did not have adequate access for the user group. The owner directed the contractor to furnish and install a new door and frame in the south wall of Room 126 to provide the proper access.	\$ 2,369.47	Owner Request	3
29	Asbestos-containing wall materials were removed in Rooms 125, 126, 127, 162H, 162J during the asbestos abatement project. Several areas were not shown in the drawings to receive new drywall. Additional drywall installation was required at these areas.	\$ 5,937.08	Unforeseen Condition	3
30	The electrical drawings did not include electrical power to the new ceiling-mounted video projector in Room 101. The contractor was directed to furnish and install electrical power to the new video projector including circuit breakers, conduit and wiring. This cost also includes a lockable cover for the power source to the data distribution in the Library.	\$ 1,579.73	Error/Omission	3

**AMERICAN RIVER CONSTRUCTION, INC - BUILDING 100 INTERIM REMODEL**

<b>PCO</b>	<b>Description</b>	<b>Negotiated Amount</b>	<b>Reason</b>	<b>CO</b>
31	An existing thermostat in Room 130 was missing prior to start of construction. Additionally, an existing wall grille for HVAC distribution in Room 127 contained asbestos and was removed. The owner directed the contractor to furnish and install a new thermostat in Room 130 and a new wall grille in Room 127.	\$ 225.89	Owner Request	3
32	The existing ceiling in Corridor 173 was replaced with a new ceiling in Change Order #2. Painting the ceiling was not included in the original change order. The contractor was directed to paint the new ceiling to match adjacent walls.	\$ 255.58	Error/Omission	3
		<b>TOTAL \$ 23,456.01</b>		

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

**TO: Members of the Governing Board**

**SUBJECT: SMALL BUSINESS DEVELOPMENT CENTER (SBDC)  
CONTRACT WITH CITY OF VALLEJO**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The city of Vallejo has proposed renewing a Consultant and Professional Services Agreement for entrepreneurial and business assistance with the Solano College Small Business Development Center (SBDC). The scope of the Agreement will include the delivery of entrepreneurial and business development training, one-on-one consulting, technical assistance, referrals, information dissemination, small business short courses, and workshops to the city of Vallejo small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration funding for the Small Business Development Center. The Service Agreement is for a total amount of \$12,000 and effective for the period July 1, 2009 through June 30, 2010.

**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**

October 23, 2009

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

October 23, 2009

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



## CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Vallejo, a municipal corporation ("City"), and Solano College Small Business Development Center, a division of the Solano Community College District, hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **Indemnification.** Consultant shall indemnify, defend (with independent counsel approved by the City) ,and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
6. **Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this

Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

**7. Conflict of Interest.** Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

**8. Independent Contractor.** Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

**9. Licences, Permits, Etc.** Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

**10. Business License.** Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

**11. Standard of Performance.** Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally

accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

**12. Force Majeure.** Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

**13. Time is of the Essence.** Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

**14. Personnel.** Consultant agrees to assign only competent personnel

according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

**15. Consultant Not Agent.** Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

**16. Term.** The term of this Agreement shall commence on July 1, 2009, and shall continue in full force and effect until June 30, 2010.

**17. Termination or Abandonment by City.** The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination.

In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and

reimbursement of authorized expenses, payable pursuant to this section.

**18. Products of Consulting Services.** The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

**19. Cooperation by City.** City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

**20. Assignment and Subcontracting.** Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

**21. Successors and Assigns.** All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators,

successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

**22. Non-Discrimination/Fair Employment Practices.**

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

**23. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Annette Taylor  
Senior Community Development Analyst  
Economic Development Division  
555 Santa Clara Street  
Vallejo, CA 94590

If to Consultant: Charles Eason  
Director  
Solano College SBDC  
360 Campus Lane, Ste. 102  
Fairfield, CA 94534

Any party may change its address for receiving notices by giving written notice of

such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

**24. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

**25. Severability Clause.** Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

**26. Law Governing.** This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

**27. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

**28. Ambiguity.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

**29. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

**30. Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

**31. Compliance with Laws.** Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

**32. Confidentiality of City Information.** During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

**33. News and Information Release.** Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

**34. City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

**35. Counterparts.** The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**36. Authority.** The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

**37. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:



Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

SOLANO COLLEGE SMALL BUSINESS  
DEVELOPMENT CENTER  
A Not-for-profit corporation

CITY OF VALLEJO,  
A municipal corporation

By: \_\_\_\_\_  
Jowel C. Laguerre, Ph.D.  
Superintendent/President  
Solano Community College District

By: \_\_\_\_\_  
Robert F.D. Adams  
Interim City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Aileen Weddell  
Interim City Clerk

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Craig Whittom  
Assistant City Manager/Community  
Development

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
Harry B. Maurer  
Risk Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Frederick G. Soley  
City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**1. Representatives.**

The City Representative for this Agreement is:

Annette Taylor  
Senior Community Development Analyst  
Economic Development Division  
555 Santa Clara Street  
Vallejo, CA 94590  
707-649-3510  
707-648-4499

The Consultant's Representative for this Agreement is:

Charles Eason  
Director  
Solano College SBDC  
360 Campus Lane, Ste. 102  
Fairfield, CA 94534  
707-864-3382  
707-864-8025

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

**2. Services to be Provided.** The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

**EXHIBIT B**  
**COMPENSATION**

**1. Consultant's Compensation.**

A. Services: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement in a total sum of Twelve Thousand Dollars (\$12,000) in two payments of Six Thousand Dollars (\$6,000) each as set forth in Attachment 1 of Exhibit A.

B. Request for payment shall be sent to:

Annette Taylor  
Senior Community Development Analyst]  
Economic Development Division  
555 Santa Clara Street  
Vallejo CA 94590

**5. Accounting Records of Consultant.**

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

**6. Taxes.**

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

**7. Taxpayer Identification Number.** Consultant shall provide City with an IRS

Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

## EXHIBIT C

### INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

#### **B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to

California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per claim, and annual aggregate.

**C. Deductible and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

**E. Acceptability of Insurers**

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

**F. Verification of Coverage**

Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City's Risk Manager:

City of Vallejo  
Attn.: Risk Manager  
555 Santa Clara Street  
Vallejo, CA 94590

**G. Subcontractors**

Consultant shall include all subcontractors as insureds under its policies or



shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**H. Payment Withhold**

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

**Attachment 1 to Exhibit A**  
**To**  
**Service Agreement between the City of Vallejo**  
**and the Solano College Small Business Development Center**

**Scope of Services**

**OBLIGATION OF GRANTEE**

CONSULTANT agrees to provide the following to CITY:

A. **Collaborate with Existing Business Assistance Programs and Economic Development Entities**

CONSULTANT will coordinate and collaborate with other business and economic development entities throughout the Solano/Napa region such as the Vallejo Business Alliance (Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Solano Black Chamber, and Filipino American Chamber), Vallejo Main Street, Central Core Restoration Corporation, and local business associations. The Center will coordinate meetings on an ad hoc basis to coordinate special events such as the Fall Business Resource Fair/Lenders Fair. The Center will coordinate activities, market programs and services, and communicate progress throughout the collaborative.

B. **Vallejo-based technical assistance**

At least six hours of technical assistance (e.g., business planning, operations, accounting, financing, marketing, and other small business development issues) per week will be available to Vallejo small businesses. This assistance will include follow-up with clients to determine progress of business development.

C. **Cooperative Marketing Program**

CONSULTANT will be responsible for coordinating and implementing marketing outreach activities. Activities will include:

Publishing an insert in the City of Vallejo Quarterly Business Newsletter. The insert will contain information on resources available to the business community and a calendar of events classes, and seminars.

Flyers/Postcards/Other. The Center proposes to utilize flyers, postcard mailings, and other outreach methods to further promote and communicate resource information to the Vallejo business community. Flyers and/or postcards will be mailed to announce upcoming events, such as the Lenders Fairs, as well as availability of one-on-one counseling services and other offerings.

Presentations to Business Groups. The Center will make at least one presentation to the Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Filipino American Chamber of Commerce of Solano County, and Solano County Black Chamber of Commerce explaining CONSULTANT'S services and increased presence in Vallejo.

These presentations will be a part of a comprehensive marketing program to advertise CONSULTANT'S services to Vallejo businesses.

CITY will conduct one mailing to targeted Vallejo businesses to advertise services of CONSULTANT.

CONSULTANT will market State loan guarantee programs, Small Business Administration (SBA) loan guarantee programs, and micro-loan programs to businesses in Vallejo.

E. Workshops/Training Programs

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair (Business Resource Fair). The event will take place during the Fall of 2009. The 2009 event will consist of a panel of area financial institutions who will present information on various loan programs, a workshop, and an exhibit hall where attendees can speak with the lenders one-on-one. The Center will work with the Vallejo Business Alliance to promote the event to small business owners in Vallejo.

Seminars/Workshops. The Center plans to conduct a variety of seminars and workshops designed to assist regional businesses in market diversification and strengthening their competitive position. Proposed topics include:

- Starting and Managing a Business
- Business Planning
- Small Business Financial Management
- Small Business Financing
- Marketing
- Retaining and Motivating Employees
- Selling to the Government
- Customer Service
- E-Commerce
- Public Relations
- Basic Bookkeeping/Record Keeping
- Computerized Accounting

A series of no less than six seminars focusing on small business issues will be conducted by CONSULTANT in Vallejo during the fiscal year. CONSULTANT shall market these programs to local business organizations.

F. Progress Reports

Progress reports describing the status of technical assistance provided to Vallejo clients will be sent to the CITY as follows:

1. For the period between July 1, 2009 - December 31, 2009.  
Report due to CITY by February 15, 2009.
2. For the period between January 1, 2010 - June 30, 2010.  
Report due to CITY by August 15, 2010.

The following listings shall also be included in the progress reports:

- Number and type of business seminars conducted for the period.
- Number of business seminar attendees for the period.
- Number of businesses receiving one-on-one counseling (technical assistance).
- Number of hours of one-on-one counseling (technical assistance provided).
- Breakdown of the type of technical assistance provided for the period.
- Number of inquiries (information requests) received from Vallejo Businesses.
- Summary of economic impact resulting from technical assistance services.
- Description of presentations to business groups.

The Center will also provide progress report presentations to the Vallejo City Council as needed.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: RESOLUTION OF INTENT TO WITHDRAW FROM THE  
SCHOOLS EXCESS LIABILITY FUND (SELF) EXCESS  
INSURANCE PROGRAM, RESOLUTION NO. 09/10 – 03  
REQUESTED ACTION: APPROVAL

SUMMARY:

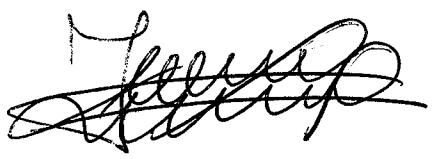
Board approval is requested for Resolution No. 09/10 – 03, a resolution of intent to withdraw from the Schools Excess Liability Fund (SELF) Excess Insurance Program. Currently, the SELF Program provides \$20 million of excess liability coverage to the District beyond the \$5 million primary liability coverage provided by the Statewide Association of Community Colleges (SWACC) Joint Powers Agreement. In 2006, members of SWACC indicated that SELF may no longer be the best vehicle for that layer of excess liability coverage.

The objective and challenge SWACC members presented was to protect its member Districts and Governing Boards with not only a financially sound and viable alternative excess liability program, but gain the broadest coverage available and eliminate the need for two coverage documents, both subject to separate interpretation in the event of a covered loss.

CONTINUED ON NEXT PAGE

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Susan Rinne  
Interim Director, Fiscal Services  
PRESENTER’S NAME  
4000 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS  
707-864-7000, ext. 4462  
TELEPHONE NUMBER  
Administrative & Business Services  
ORGANIZATION  
October 23, 2009  
DATE SUBMITTED TO

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

October 23, 2009  
DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION OF INTENT TO WITHDRAW FROM THE  
SCHOOLS EXCESS LIABILITY FUND (SELF) EXCESS  
INSURANCE PROGRAM, RESOLUTION NO. 09/10 – 03**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE**

The “integrated solution” result was a seamless coverage document, thus allowing for one single claims administrator to follow any catastrophic claim through to a conclusion, and at a cost that was affordable and predictable to all District members of SWACC.

The adoption of this resolution will address potential gaps in coverage and issues of following form throughout all layers of coverage. The District is a member of the Northern California Community Colleges Self-Insurance Authority (NCCC-SIA) for the purposes of pooled investment for funding property and liability and workers’ compensation claims. The District is a member of SWACC because it is a member of the NCCC-SIA, but has been an individual member of SELF. Each layer of coverage addresses a dollar amount that can change through the annual negotiations of coverage. Removing individual membership from SELF will assure a seamless coverage of all layers. The proposed changes for these layers of liability coverage are within currently anticipated budget projections.

The District has been a supporter of and participated in SWACC since 1993. To provide the District with this alternative effective July 1, 2010, it is necessary that the District notify SELF no later than December 31, 2009.

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION OF INTENT TO WITHDRAW FROM THE  
SCHOOLS EXCESS LIABILITY FUND (SELF) JOINT POWERS AUTHORITY**

**RESOLUTION NO. 09/10 – 03**

**WHEREAS**, The Solano Community College District (“District”), and other community college districts within the Statewide Association of Community Colleges (SWACC) Joint Powers Authority have joined with various school districts to procure excess liability coverage under the Schools Excess Liability Fund (SELF) Joint Powers Authority excess insurance program;

**WHEREAS**, The District presently has \$5,000,000 in liability limits, through its membership in SWACC;

**WHEREAS**, Multiple community college districts participating in the SELF program have determined there is a need to ensure fiscally stable excess liability coverage to protect their agency against unforeseen liability claims and to provide quality services and coverage consistent with the existing primary liability coverage program;

**WHEREAS**, The SWACC Joint Powers Authority now provides its members with \$25,000,000 in liability coverage that eliminates any gaps in coverage; and

**WHEREAS**, The District desires seamless liability coverage and for the District to have the flexibility of SWACC’s \$25,000,000 excess liability coverage plan that best meet its needs for the upcoming fiscal year, it must provide notice of withdrawal to SELF by December 31, 2009; now therefore be it

**RESOLVED**, That the Governing Board of the Solano Community College District at its regular meeting held on November 4, 2009 in the City of Fairfield, notifies the School Excess Liability Fund Joint Powers Authority of its intent to withdraw effective July 1, 2010.

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION OF INTENT TO WITHDRAW FROM THE  
SCHOOLS EXCESS LIABILITY FUND (SELF) JOINT POWERS AUTHORITY**

**RESOLUTION NO. 09/10 – 03**

**(Continuing – Page 2)**

**PASSED AND ADOPTED** This 4<sup>th</sup> day of November 2009, by the Governing Board of  
the Solano Community College District.

\_\_\_\_\_  
A. MARIE YOUNG, PRESIDENT

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D., SECRETARY



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

**TO: Members of the Governing Board**

**SUBJECT: CLINICAL SITE CONTRACT AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE AND OPPORTUNITY  
HOUSE, VACAVILLE**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

A clinical site agreement between Solano Community College and Opportunity House in Vacaville is being presented for review and approval by the Governing Board.

The approval of this contract benefits the nursing program at Solano Community College by providing students with more clinical sites in which to practice.

Copies of the agreement are available in the Office of Administrative and Business Services and in the Office of Health Occupations, Public Safety and Family Studies.

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

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Maire Morinec, Dean  
Health Occupations, Public Safety,  
and Family Studies

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**PRESENTER'S NAME**

---

4000 Suisun Valley Road  
Fairfield, CA 94534

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**ADDRESS**

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707.864.7108

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**TELEPHONE NUMBER**

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Academic Affairs

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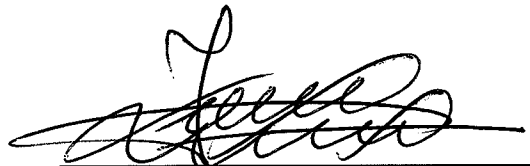
**ORGANIZATION**

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October 23, 2009

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**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

---

October 23, 2009

---

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

## CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Vacaville Social Services Corporation, Opportunity House** (hereinafter known as *HEALTH CENTER*) located at **712 Catherine Street, Vacaville, California 95688** and **Solano College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Fairfield, California 94534** and is effective as of August 26, 2009.

### RECITALS

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

Now, therefore, the parties agree as follows:

### 1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

### 2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *HEALTH CENTER* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *HEALTH CENTER* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *HEALTH CENTER* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *HEALTH CENTER*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *HEALTH CENTER*.
- G. Health Policy. *SCHOOL* shall provide *HEALTH CENTER*, prior to a student's arrival at the *HEALTH CENTER*, with proof of immunity consistent with *HEALTH CENTER* employee health policy and notify the *HEALTH CENTER* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *HEALTH CENTER* would be placed at risk if treated by a particular student, *HEALTH CENTER* reserves the right to refuse to allow such student to participate in the clinical experience at *HEALTH CENTER*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *HEALTH CENTER*.
  - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
  - 3) Arranging for and assuming the cost of their own health insurance.
  - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
  - 5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.

- 6) Following dress code of the *HEALTH CENTER* and wearing name badges identifying themselves as students.
  - 7) Attending an orientation of *HEALTH CENTER* facilities provided by their instructors. Precepted students shall receive an orientation from the *HEALTH CENTER*.
  - 8) Providing services to the *HEALTH CENTER*'s patients under the direct supervision of a faculty provided by *SCHOOL* or *HEALTH CENTER*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *HEALTH CENTER* harmless from all liability and responsibilities therefore.

### 3. HEALTH CENTER'S RESPONSIBILITIES

- A. Clinical Experience. *HEALTH CENTER* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. HEALTH CENTER Designee. *HEALTH CENTER* shall designate a member of *HEALTH CENTER*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *HEALTH CENTER* shall permit students enrolled in the Program access to *HEALTH CENTER* Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *HEALTH CENTER*. Facilities includes space for clinical conferences and access to *HEALTH CENTER*'s Medical Library (if available).
- D. Withdrawal of Students. *HEALTH CENTER* may request *SCHOOL* to withdraw from the Program any student who *HEALTH CENTER* determines is not performing satisfactorily, or who refuses to follow *HEALTH CENTER*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *HEALTH CENTER* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *HEALTH CENTER* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.

- E. Emergency Health Care/First Aid. *HEALTH CENTER* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *HEALTH CENTER* shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.
- F. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the *HEALTH CENTER*.
- G. Supervision. In situations of single preceptorships/internships, *HEALTH CENTER* shall assume daily supervision of student.

#### **4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

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

#### **5. STATUS OF SCHOOL AND HEALTH CENTER**

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

#### **6. INDEMNIFICATION**

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

## 7. INSURANCE

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

## 8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter .
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
  - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
  - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

## 9. GENERAL PROVISIONS

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

H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Deena Davidson  
Operations Manager  
Vacaville Social Service Corporation  
Opportunity House  
712 Catherine Street  
Vacaville, CA 95688

Telephone (707) 447-1988

2. Notice to the *SCHOOL*

Máire A Morinec, MS, RN  
Dean, Health Occupations  
Solano College  
4000 Suisun Valley Road  
Fairfield, California 94534

Telephone (707) 864-7108  
FAX (707) 863-7803

J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.



- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. HEALTH CENTER and SCHOOL shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the HEALTH CENTER; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from HEALTH CENTER. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of HEALTH CENTER, its Medical Staff and Medical Staff departments.

**10. EXECUTION**

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

**HEALTH CENTER**

**SCHOOL**

**Vacaville Social Service Corporation,  
Opportunity House - Vacaville**

**Solano Community College**

By: Callen M. Grider

By: Maura Mourac

Title: Executive Director

Title: Dean, Health Occupations

By: \_\_\_\_\_

Jowel C. Laguerre, Ph.D.  
Title: Superintendent/President

Date: 9/2/09

Date: \_\_\_\_\_

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

**TO: Members of the Governing Board**  
**SUBJECT: CHILD DEVELOPMENT CAREERS (CDC) PROGRAM  
GRANT AMENDMENT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

A grant amendment between the Child Development Careers Program and Solano Community College is being presented for approval. The amendment reflects a redesign of the Child Development Careers (CDC) Program.

Copies of the grant are available in the Office of the Superintendent/President and in the Office of Health Occupations, Public Safety and Family Studies.

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

Máire Morinec, Dean  
Health Occupations, Public Safety,  
and Family Studies

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707.864.7108

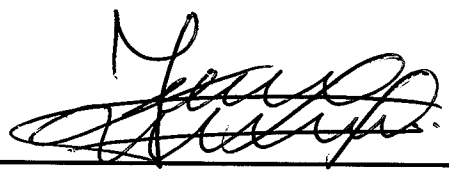
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

October 23, 2009

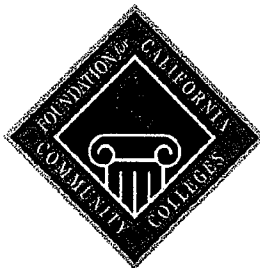
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

October 23, 2009

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



**CHILD DEVELOPMENT CAREERS (CDC) PROGRAM  
(Formerly known as the TEMPORARY ASSISTANCE FOR NEEDY FAMILIES –  
CHILD DEVELOPMENT CAREERS (TANF-CDC) PROGRAM)**

**AMENDMENT #1 TO GRANT AGREEMENT 0810-42**

**BY AND BETWEEN THE  
SOLANO COMMUNITY COLLEGE DISTRICT  
AND THE  
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)**

This Amendment to Grant Agreement #0810- 42 between the Solano Community College District (District) and the Foundation for California Community Colleges (FCCC) is effective as of the first day of July 2009 for the purposes of providing grant funding, fiscal management, and accountability for the Child Development Careers (CDC) Program operated by the District's Solano Community College.

This Amendment changes the Grant Agreement (original source document) in the following areas:

- **ATTACHMENT A: Participating College's Core Roles and Responsibilities**  
The new title for this section is the following: 2009-2010 CDC Work Plan. Please refer to the attached work plan for details. The attached work plan voids and replaces "Attachment A" in the original source document.
- **ATTACHMENT B: CDC Program Budget**  
This Amendment voids and replaces any previous Amendments affecting the Solano Community College 2009-2010 CDC Program Budget and reflects a redesign of the entire CDC program. Please see Attachment B for details.
- **ATTACHMENT C: TRAVEL REIMBURSEMENT RATES AND CONDITIONS**  
The new reimbursement rate for all privately owned vehicle mileage driven on State business is 55 cents per mile. Please refer to Attachment C for details.
- **ATTACHMENT D: CDC PROGRAM ALLOWABLE COST GUIDELINES**  
This Amendment voids and replaces Attachment D in the original source document. Please refer to Attachment D for details.
- **4. GRANT AMOUNT AND PAYMENTS**  
In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed \$ 40,584.67 during the 2009-2010 fiscal year (July 1, 2009 – June 30, 2010).
- **6.03 FINAL REIMBURSEMENT INVOICES AND YEAR END REPORT**  
Submitted to FCCC on FCCC prescribed report forms no later than July 15, 2010.
- **14. GENERAL TERMS AND CONDITIONS**  
This Amendment voids and replaces this section in the original source document. The new section 14 is the following:

- 14.01 Termination: Either party may terminate this Agreement by providing 30-day written notice to the other, specifying the final date (Termination Date”) for services to be performed. Any termination of this Agreement will not relieve the District from its obligation to pay FCCC (i) any amounts owing from any current or prior invoices and (ii) the amounts for any Services performed or out-of-pocket expenses incurred by FCCC on behalf of the District for the time period up to and including the Termination Date, any and all such amounts will be immediately due and payable to FCCC on such Termination Date. In addition, the District shall reimburse FCCC for any and all out of pocket expenses incurred during this time period. The Agreement shall become effective on the date shown on the first page and will continue in effect until the Termination Date.
- 14.02 Assignment: This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this Section will be void.
- 14.03 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit, the terms contained in the exhibits will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 14.04 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.
- 14.05 Notices. All notices that either party may give to the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in the Agreement.
- 14.06 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.
- 14.07 Indemnification. Grantee (“Indemnitor”) will indemnify, defend and hold FCCC, and its directors, officers, employees, agents, and representatives (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees, resulting from, arising out of, or connected with (a) Indemnitor’s performance of services or other obligations under this Agreement, (b) the acts or omissions of Grantee, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom Grantee is responsible (collectively, Indemnitor); (c) any breach by Indemnitor of this Agreement. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Indemnitees will control the defense and all related settlement negotiations. The Indemnitor will cooperate in the defense and furnish the Indemnitee with all related evidence in its control. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which

Indemnitees may have under applicable law, including without limitation, the right to implied indemnity.

- 14.08 Disputes. Any disputes may be resolved by a neutral third party mediator mutually agreed upon by both parties, if possible. In the event of an unresolved dispute, either party may file a "Notice of Dispute" with FCCC within ten (10) days of discovery of the problem. Within ten (10) working days, FCCC President or his/her designee shall meet with the parties for purposes of resolving the dispute. The decision of FCCC shall be final.

Please Note: Grant funds shall be expended only for the items and amounts identified and in support of the CDC program activities described in this Amendment and the former source document. FCCC reserves the right to cease payment under section 4 if: 1) the State of California issues IOUs to the Foundation; or 2) the Governor of the State of California or the California Department of Education issues any Executive Orders affecting the services arising from this Agreement, subject to applicable state or federal laws or regulations.

<b>Foundation for California Community Colleges 2009-2010 Child Development Careers Application Work Plan</b>	<b>College Name:</b> Solano College
	<b>District:</b> Solano CCD
	<b>Grant Agreement:</b> o810-51
	<b>Slots Allocated:</b> 20

**Purpose/Background:** Outlines expectations of accomplishments and deliverables for the program year and establishes a clear picture of the program design.



**Recruitment and Enrollment Outcome(s):**

Child Development Careers program staff will recruit and enroll qualified/motivated students to fill 100 percent of allocated slots.

**Program/ Student Activities**

List the activities associated with meeting the expected outcomes.

**Required program activities:**

- Outreach will be made to potential Child Development Careers program participants within the college and the community.
- Comprehensive screening and assessment will take place prior to enrollment in the program.

**Other activities:**

- Outreach will be done in all the Early Childhood classes through

<b>Timelines</b> Report on when each activity will occur.	<b>Responsible Person</b> Report the person(s) responsible for each activity.	<b>Method of Tracking</b> Report on the tracking measures used for each activity.
-Ongoing from July, 09 to Spring 2010 semester  -Ongoing thru academic yr.	-Maureen and CalWORKs staff  -Maureen and college	- Calendar/PTS/emails/ letters  -Assessment form/CalWORKs database

<p>fliers and information or a presentation.</p> <ul style="list-style-type: none"> <li>• Outreach will be done at all community meetings that the facilitator attends</li> <li>• Presentation workshop at the ECE Annual ECE Conference and hold an Information Table in September, 2009</li> <li>• Meet with county CalWORKs office</li> </ul>	<p>- Within first 3 weeks of semester</p> <p>-Ongoing through the year</p> <p>-September 2009</p> <p>-As needed</p>	<p>staff</p> <p>-Maureen and college staff</p> <p>-Maureen</p> <p>-Maureen and CDC Students</p> <p>-Maureen</p>	<p>-Calendar/fliers/ information packets</p> <p>-Meeting calendar</p> <p>-Calendar/workshop agenda</p> <p>-Calendar</p>
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**Student Retention and Achievements Outcome(s):**

**1. Student Milestone Achievement**

**Track 1: General Child Development Careers student population.**

At least 70 percent of students will achieve 6 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.

**Track 2: Students with special circumstances which may include English Language Learners and students with Learning Disabilities.**

At least 70 percent of students will achieve 3 units of GE or ECE coursework that applies towards their permit goal, with a grade of C or better, within each term of participation.

**2. Student Permit Attainment**

Of the 20 students enrolled in the CDC program at Solano college, a minimum of 11 participants will apply for and/or receive a permit upon completion of the 2009-2010 program year.

Program/ Student Activities	Timelines	Responsible	Method of
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List the activities associated with meeting the expected outcomes.	Report on when each activity will occur.	Person Report the person(s) responsible for each activity.	Tracking Report on the tracking measures used for each activity.
<p><i>Required program activities:</i></p> <ul style="list-style-type: none"> <li>• Students will receive a comprehensive program orientation.</li> <li>• Students will receive a customized educational plan and on-going assessments of progress made towards their permit goal.</li> <li>• Students will be provided with a venue for cohort activities that encourages peer collaboration and support.</li> <li>• Students will receive assistance with placement sites to fulfill practicum and/or work experience requirements.</li> <li>• Students will receive assistance with completing and submitting the permit application to the Commission on Teacher Credentialing.</li> <li>• Students will receive resources/ referrals to assist with job placement within the ECE field.</li> <li>• Students will be referred to additional resources within the campus and the community (e.g. mentoring services, tutoring services).</li> <li>• Program staff will form a working relationship with the campus CalWORKs office, Child Development Department, CEC Mentor Program, and Child Development Training Consortium in order to adequately meet student needs.</li> </ul>	<ul style="list-style-type: none"> <li>-As needed, upon enrollment</li> <li>-As needed, upon enrollment</li> <li>-Monthly</li> <li>-1 -2 times per semester, as needed</li> <li>-As needed</li> <li>-As needed</li> <li>-Individual basis or during cohort meeting</li> </ul>	<ul style="list-style-type: none"> <li>-Maureen</li> <li>-Maureen</li> <li>-Maureen and local speakers</li> <li>-Maureen and college staff</li> <li>-Maureen and Sabrina (CDC)</li> <li>-Maureen and college staff</li> <li>-Maureen and Cal works staff</li> </ul>	<ul style="list-style-type: none"> <li>-Student file</li> <li>-Student file/PTS</li> <li>- Calendar/PTS/Sign-in log</li> <li>-Student file</li> <li>-CDTC/PTS</li> <li>-Presentation at Cohort mtg /campus workshops</li> <li>-Student file</li> <li>-Calendar/ mtg. notes</li> </ul>



<p><i>Other activities:</i></p> <ul style="list-style-type: none"> <li>• Arrange for participants to be placed with a Mentor Teacher when possible.</li> <li>• Notify fulltime faculty and adjunct by email of the current CDC participants and solicit feedback on student's attendance and support.</li> </ul>	<p>-Cohort meetings topics</p>	<p>-Maureen</p>	<p>-Student file/PTS</p> <p>-Emails to the appropriate instructors/Student file</p>
	<p>-Individual basis as needed.</p>	<p>-Maureen</p>	
	<p>-At least 3 times per semester or as needed</p>	<p>Maureen</p>	

<p><b>Student Follow-up Outcome(s):</b></p> <ol style="list-style-type: none"> <li>1. 100 percent of Child Development Careers students, that exit the program with a permit, will be contacted for follow-up within one month and again at one year. At least 25 percent of these students will successfully complete the follow-up survey via phone, web, or USPS mail.</li> <li>2. 100 percent of Child Development Careers students who withdraw from the program will be encouraged to complete an exit survey.</li> </ol>			
<p><b>Program/ Student Activities</b> List the activities associated with meeting the expected outcomes.</p>	<p><b>Timelines</b> Report on when each activity will occur.</p>	<p><b>Responsible Person</b> Report the person(s) responsible for each activity.</p>	<p><b>Method of Tracking</b> Report on the tracking measures used for each activity.</p>

<p><i>Required program activities:</i></p> <ul style="list-style-type: none"> <li>• All students will be contacted in order to track their employment and education information upon successful completion of the Child Development Careers program.</li> <li>• Program staff will report data in the Participant Tracking System (PTS)</li> </ul> <p><i>Other activities:</i></p> <ul style="list-style-type: none"> <li>• Assist in identifying a professional growth advisor after participants have received their permit.</li> </ul>	<p>-Upon successful completion, and at one year</p> <p>-Monthly</p> <p>-When permit is approved by CDTC</p>	<p>-Maureen and college staff</p> <p>-Maureen and assistant</p> <p>-Maureen and Sabrina</p>	<p>-PTS</p> <p>-PTS</p> <p>-CTC website and the student's Ed plan/Student file</p>
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**Data Management and Reporting Outcome(s):**

1. Ensure student file and data accountability.
2. Child Development Careers program staff will effectively utilize the full range of system features of the Participant Tracking System (PTS) to accurately track and report student progress to the FCCC in a timely manner.

Program/ Student Activities List the activities associated with meeting the expected outcomes.	Timelines Report on when each activity will occur.	Responsible Person Report the person(s) responsible for each activity.	Method of Tracking Report on the tracking measures used for each activity.
<p><i>Required program activities:</i></p> <ul style="list-style-type: none"> <li>• Program staff will enter student information into the PTS within 10 business days of enrollment into the program.</li> <li>• Program staff will update tracking information for each student on a regular basis.</li> <li>• Program staff will submit all requested participant files within 10 business days to FCCC.</li> <li>• Program staff will submit all quarterly reports in the PTS within 15 business days of the end of the reporting period.</li> </ul> <p><i>Other activities:</i></p> <ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>-Upon enrollment</li> <li>-Monthly, or as needed</li> <li>-When request is made</li> <li>-Quarterly</li> </ul>	<ul style="list-style-type: none"> <li>-Maureen and assistant</li> <li>-Maureen</li> <li>-Maureen</li> <li>-Maureen</li> </ul>	<ul style="list-style-type: none"> <li>-PTS</li> <li>-PTS</li> <li>-Receipt verification by FCCC</li> <li>-PTS</li> </ul>

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<b>Budget Management Outcome(s):</b>			
<b>Program/ Student Activities</b>	<b>Timelines</b>	<b>Responsible Person</b>	<b>Method of Tracking</b>
<p>Ensure fiscal accountability.</p> <p>List the activities associated with meeting the expected outcomes.</p> <p><i>Required program activities:</i></p> <ul style="list-style-type: none"> <li>• Program staff will ensure FCCC's receipt of the monthly reimbursement invoice no later than the 15<sup>th</sup> day of the month following the invoiced month. Each monthly invoice shall include all expenditures incurred during the month.</li> <li>• Program staff will submit all requested fiscal documents for desk audit within 10 business days.</li> </ul> <p><i>Other activities:</i></p> <ul style="list-style-type: none"> <li>• Meet with Dean to submit all receipts and correct paperwork monthly</li> </ul> <p>Meet with the District Budget Personnel twice a semester to keep current with the line items</p>	<p>Report on when each activity will occur.</p> <p>-Invoice sent to budget staff for signatures by 5th of month.</p> <p>-When request is made</p> <p>-Last week of each month</p> <p>-Twice a semester</p>	<p>Report the person(s) responsible for each activity.</p> <p>-Maureen/ district fiscal office</p> <p>-Maureen</p> <p>-Maureen</p> <p>-Maureen</p>	<p>Report on the tracking measures used for each activity.</p> <p>-Budget log/copy of invoices</p> <p>-Receipt verification by FCCC</p> <p>-Fiscal files/Calendar</p> <p>-Fiscal files/Calendar</p>

**ATTACHMENT B: CDC Program Budget**  
**REVISED BUDGET FOR THE PERIOD:**  
**JULY 1, 2009 - JUNE 30, 2010**

The budget amounts below are based on the slot allocation requested by Solano Community College. The FCCC may increase or decrease this budget if program enrollment is consistently 10% more or less than the requested slot allocation.

CATEGORY	AMOUNT												
<b>Campus CDC Program Staff Salaries and Benefits:</b>													
<table border="0" style="width: 100%;"> <tr> <td align="center"><u>Position</u></td> <td align="center"><u>%FTE</u></td> <td align="center"><u>Amount</u></td> <td></td> </tr> <tr> <td>1.Facilitator</td> <td>(stipend)</td> <td>\$20,400.00</td> <td align="right">\$ 20,400</td> </tr> <tr> <td colspan="3"><u>Benefits:</u> N/A</td> <td></td> </tr> </table>	<u>Position</u>	<u>%FTE</u>	<u>Amount</u>		1.Facilitator	(stipend)	\$20,400.00	\$ 20,400	<u>Benefits:</u> N/A				
<u>Position</u>	<u>%FTE</u>	<u>Amount</u>											
1.Facilitator	(stipend)	\$20,400.00	\$ 20,400										
<u>Benefits:</u> N/A													
<b>Required Travel Expenses (\$500 minimum):</b>													
Travel for one staff to attend annual Regional Institute	\$ 500												
<b>Operating Expenses (e.g. Office Space, Telephone, Internet, Supplies):</b>													
Telephone, Internet and Office Space, Office Supplies and Equipment	\$ 1,300												
<b>Fingerprint &amp; Background Fees:</b>													
Fingerprints \$78x15 participants = \$1170	\$ 1,170												
<b>Participant Supportive Services(at least \$145 x # Active Slots):</b>													
<ul style="list-style-type: none"> <li>-Textbooks,</li> <li>-Class supplies, aprons, work clothes</li> <li>-Transportation, parking permits</li> <li>-Conference registration, professional memberships</li> <li>-Work experience placements</li> <li>-Cohort workshop trainers</li> </ul>	\$17,214.67												
<b>TOTAL 2009-10 GRANT AMOUNT (20 Active Slots x \$2,029.23)</b>	<b>\$ 40,584.67</b>												

## ATTACHMENT C

### TRAVEL REIMBURSEMENT RATES AND CONDITIONS

#### MEALS AND INCIDENTALS (IN-STATE/OUT-OF-STATE TRAVEL):

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Lodging, meals and incidental reimbursements shall not be made for expenses incurred within 50-miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

BREAKFAST	ACTUAL EXPENSE UP TO \$6
LUNCH	ACTUAL EXPENSE UP TO \$10
DINNER	ACTUAL EXPENSE UP TO \$18
INCIDENTALS	ACTUAL EXPENSE UP TO \$6

#### TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

<b>FIRST DAY OF TRAVEL</b>	
TRIP BEGINS AT OR BEFORE 6 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 11 AM	LUNCH MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 5 PM	DINNER MAY BE CLAIMED
<b>CONTINUING AFTER 24 HOURS</b>	
TRIP ENDS AT OR AFTER 8 AM	BREAKFAST MAY BE CLAIMED
TRIP ENDS AT OR AFTER 2 PM	LUNCH MAY BE CLAIMED
TRIP ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED

#### TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

<b>FRACTIONAL DAY OF TRAVEL</b>	
TRIP BEGINS AT OR BEFORE 6 AM AND ENDS AT OR AFTER 9 AM	BREAKFAST MAY BE CLAIMED
TRIP BEGINS AT OR BEFORE 4 PM AND ENDS AT OR AFTER 7 PM	DINNER MAY BE CLAIMED
<i>EMPLOYEES MAY NOT CLAIM LUNCH OR INCIDENTALS ON ONE-DAY TRIPS. WHEN TRIPS ARE LESS THAN 24 HOURS AND THERE'S NO OVERNIGHT STAY, MEALS CLAIMED ARE TAXABLE.</i>	

**MILEAGE REIMBURSEMENT RATE:**

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

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AUTOMOBILE	55 CENTS PER MILE
BICYCLE UP TO	4 CENTS PER MILE

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**LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:**

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

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ALL CALIFORNIA COUNTIES NOT LISTED BELOW	ACTUAL EXPENSE UP TO \$84 PER NIGHT, PLUS TAX
LOS ANGELES AND SAN DIEGO COUNTIES	ACTUAL EXPENSE UP TO \$110 PER NIGHT, PLUS TAX
ALAMEDA, SAN FRANCISCO, SANTA CLARA, AND SAN MATEO COUNTIES	ACTUAL EXPENSE UP TO \$140 PER NIGHT, PLUS TAX

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**OUT-OF-STATE LODGING/OUT-OF-STATE MEAL ALLOWANCE:**

Payment is for actual lodging expenses, supported by a receipt. Without receipts, payment will be the in-state lodging rate. Meal allowance is paid at the same rate as the in-state rate.

## ATTACHMENT D

### CDC PROGRAM ALLOWABLE COST GUIDELINES

#### A. BUDGET LINE ITEMS AS CONTAINED IN DISTRICT/COLLEGE GRANT AGREEMENTS

<b>BUDGET LINE ITEMS:</b>
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▪ <b>PROGRAM STAFFING</b>
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#### **Allowable Activities/Services**

Program Staffing funds may be used in one or any combination of the following activities/services:

1. To reimburse campus CDC Program staff (i.e.: Facilitator/CalWORKs Liaison/Assistant) for providing services to participating CDC Program participants.\*
2. To pay the salary of other support staff that provides direct services to the CDC Program.
3. To provide Participant Supportive Services. (See Allowable Activities/Services as listed in Budget Line Item: Participant Supportive Services)

\*Note: The Staffing funds can be used to either supplement and/or replace CDC Program staff current salary. Staffing funds are a fixed amount based on the number of slots allocated for the program year. The campus CDC program will be expected to maintain an **Active** participant roster within ten percent (10%) of its designated slot allocation.

A participant is in **Active** status ONLY while they are enrolled in coursework that is REQUIRED by the Commission on Teacher Credentialing (CTC) to achieve their designated Exit Goal at the Associate Teacher (12 ECE Units) or Teacher Permit (16 GE units and 24 ECE units) level; AND remedial and/or prerequisite courses needed to successfully complete the CTC required coursework. Once a participant completes all CTC required coursework with a grade of "C" or better, they can remain in Active Status for one additional semester to receive case management services that support their successful transition to work experience and the permit application process.

<b>BUDGET LINE ITEM:</b>
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▪ <b>OPERATING EXPENSES</b>
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#### **Allowable Activities/Services**

Operating Expenses funds may be used in one or any combination of the following activities/services:

1. To reimburse campus for office space used for operation of CDC Program.
2. To reimburse telephone services used for operation of CDC Program.
3. To purchase office supplies, including printed materials such as brochures and flyers that directly relate to the CDC Program.

For audit purposes, if the CDC Program's direct costs for office space and telephone cannot be readily identified, it is recommended that the District/College establish an auditable formula driven "Cost Allocation Plan" (i.e. prorated portion of costs).



**BUDGET LINE ITEMS:**

▪ **FINGERPRINT FEES**

**Allowable Activities/Services**

Fingerprint Fees funds may be used in one or any combination of the following activities/services:

1. To pay for practicum and/or work experience background clearance fingerprint fees for each participant.
2. To pay for fingerprint fees as required by the Commission on Teacher Credentialing when processing participants' permit applications.

**BUDGET LINE ITEMS:**

▪ **TRAVEL EXPENSES TO REGIONAL TRAINING INSTITUTES (RTI)**

**Allowable Activities/Services**

Travel funds may be used for one or any combination of the following activities:

1. To pay travel expenses for CDC Program staff (i.e.: Facilitator/CalWORKs Liaison/Assistant) Program participant(s) and other campus Early Care and Education (ECE), CalWORKs, and fiscal staff who are directly coordinating services with the CDC Program to attend CDC Program sponsored Regional Training Institutes.
2. To pay registration fees for CDC Program staff or Program participants to attend local, regional, or state functions (trainings, meetings, conferences, etc.) concerning ECE or CalWORKs that will benefit the CDC Program's administrative and academic services.\*

\*Travel funds used for non CDC sponsored trainings and meetings must receive written approval from the Foundation for California Community Colleges.

**BUDGET LINE ITEMS:**

▪ **PARTICIPANT SUPPORTIVE SERVICES**

**Allowable Activities/Services**

Participant Supportive Services funds may be used in one or any combination of the following categories:

1. Participant Book and Instructional Materials Grants – Ensures that costs associated with the purchase of books, supplies and supplemental instructional materials (e.g. professional development literature, children's books, or required reading in a second language) are covered in the event that a participant faces sudden and/or unexpected changes in TANF and/or financial aid eligibility, hence diminishing the possibility of a participant's withdrawal from the Program due to such changes.
2. Participant Transportation Grants – Provide transportation assistance needed to attend school or work, should a student become ineligible for CalWORKs and/or other financial assistance that previously covered these program related expenses. This line item is

included to ensure that a participant does not drop out of the program because of a sudden and/or unexpected change in TANF and/or financial aid eligibility.

3. Participant Tutoring Services – Provide specialized tutoring services that may not be available through regular on-campus learning/tutoring resources and services. This line item is included to ensure that a participant does not drop out of the Program because of a lack and/or unavailability of specialized educational tutoring services.
4. Special Services, Workshops and Cohort Classes – Provide supplemental instructional and general participant support services in the form of workshops, classes and services that address specific CDC participant barriers/issues to successful completion of the ECE academic coursework, permit requirements, job search, and job retention.

These services may include:

- Speakers brought onto campus to provide information and training related to ECE.
  - Participants attending local professional trainings or meetings related to ECE.
  - Cohort class expenses (teacher, etc.).
  - Expenses related to providing additional classes attended by CDC Program participants which would otherwise not be offered without funds from the CDC Program.
  - Interview clothes for job placement.
  - Awards (gift certificates, vouchers for educational purposes) for the completion of the program (per semester, limits assigned by FCCC) and gatherings, including permit completion ceremonies/events for purpose of follow-up and retention.
  - Counseling as recommended by college staff (either group or individual).
5. Work-Study Wages - Provide Work-Study wages for CDC Program participants while the individuals are in a practicum, or work experience assignment.

## **B. BUDGET LINE ITEM TRANSFERS**

With prior written approval from the Foundation, surplus funds from a given line item of the budget may be transferred to defray/increase allowable direct costs within another budget line-item. Before any transfer of funds can occur, a Budget Line-Item Transfer Request Form must be submitted by the college and approved by the Foundation. **Funds may not be transferred in or out of the Program Staffing line-item.**

## **C. PROHIBITIONS**

CDC Program Funds CANNOT be used to:

1. Purchase office equipment; such as personal computers, computer parts, DSL modems or routers, lap tops, fax machines, printers, scanners, or copiers.
2. Purchase food items.
3. Pay for medical related costs or services.
4. Pay for living expenses (rent, utilities, etc.).
5. Pay for fines, tickets, late fees, penalties, child support payments, or other costs incurred because of negligent behavior.
6. Pay for items or services not directly related to successful participation in the CDC program and subsequent job placement.

**Signatures**

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Amendment and commit their respective organizations to comply with them.

**On behalf of the District:**

Name: Jewel C. Laquerre

Title: Superintendent/President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of FCCC:**

Signature of Leslie  
Snook:  
(CDC Program Director)

Leslie Snook

Date: 09/30/09

**FCCC Corporate Officer  
Signature:**

Name: Keetha Mills

Title: CFO

Signature: Keetha Mills

Date: 10/5/09

**Other Authorized  
Signatory:**

Name: Christopher Joyce

Title: Dir HR/Corp Sec

Signature: CM Joyce

Date: 10-5-09

Please return one (1) of the two (2) Grant Agreement Amendments with **original signatures** to:

CDC PROGRAM  
ATTN: ANDRÉ LIPINSKI  
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES  
1102 Q STREET, SUITE 3500  
SACRAMENTO, CA 95811

For information or assistance, please contact Andre Lipinski at (916) 325-1864 or via e-mail: [alipinski@foundationccc.org](mailto:alipinski@foundationccc.org)

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

**TO: Members of the Governing Board**

**SUBJECT: AGREEMENT BETWEEN CHILSTART  
INCORPORATED AND SOLANO COMMUNITY  
COLLEGE DISTRICT TO PROVIDE ASSESSMENTS FOR  
CONTRACT EDUCATION**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Solano Community College District Contract Education will provide Math and English assessments for up to 54 ChildStart employees. This item is being presented to the Governing Board for approval.

The District will coordinate, deliver and evaluate the tests. Employees will attend one of two assessments in two groups of up to 27 each. The assessments will be delivered at Solano Community College at the Fairfield Campus. Schedule to be determined by ChildStart.

Copies of the agreement are available in the Office of Administrative and Business Services and in the Office of Workforce and Economic Development and Contract Education.

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

Deborah Mann, Program Developer  
Workforce and Economic Development  
Contract Education

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7195

**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

October 23, 2009

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

October 23, 2009

**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 **ChildStart INCORPORATED**, hereinafter referred to as "ChildStart."

**WHEREAS**, ChildStart desires to engage the District to render special educational services,

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide Math and English assessments for up to 54 ChildStart employees.
- B. The District will, coordinate, deliver and evaluate the assessments. Employees will attend one of two assessments in 2 groups of up to 27 each. The assessments will be delivered at Solano Community College at the Fairfield Campus. Schedule to be determined by ChildStart.
- C. ChildStart will identify all employees who will participate in the assessments.
- D. ChildStart will compensate the District for all services rendered and expenses at a rate of one thousand dollars and no cents (\$1,000.00.) The cost is inclusive for all test facilitation, test assessment, and assessment materials, equipment and facilities.
- E. Payments by ChildStart to the District will be due upon receipt of invoice. An invoice will be generated upon completion of assessment delivery.
- F. **IT IS MUTUALLY UNDERSTOOD** that ChildStart 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 ChildStart and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, ChildStart, 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 ChildStart . 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.

ChildStart 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 ChildStart under this

Agreement or of any persons directly or indirectly employed by, or acting as agent for ChildStart, 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 ChildStart 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 ChildStart operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- H. ChildStart 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 ChildStart's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

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Debbie McGrath  
Human Resources Director  
ChildStart Incorporated  
Napa, CA

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**JOWEL C. LAGUERRE, Ph.D.**  
Superintendent/President  
Solano Community College  
Fairfield, CA

Date \_\_\_\_\_

Date \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: ADMINISTRATIVE RELIEF FOR STUDENT SERVICES  
CATEGORICAL PROGRAMS

REQUESTED ACTION: APPROVAL

SUMMARY:

Categorical Flexibility—Assembly Bill X4 2

Administration requests approval of transfer of \$227,809 Matriculation funds into Disabled Students Program funds in compliance with the provisions in Assembly Bill X42. This item was on the October 21, 2009 Governing Board meeting agenda for public input. As noted during the presentation, this transfer is one of the strategies the District is using to keep the categorical programs operational from the 2009-10 year. Other strategies are maintaining District 2008-09 contributions, use of ARRA funds, leaving vacant positions unfilled, reduction of non-permanent staff (e.g. adjunct counselors in summer and non-contract times and registration aides) as well as use of carryover funds as allowed by law.

The original materials provided to you on October 21, 2009 are attached again for your second review and consideration.

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) 864-7102

TELEPHONE NUMBER

Student Services

ORGANIZATION

October 23, 2009

DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT



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

October 23, 2009

DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT



TO: FABPAC Members  
FROM: Lisa Waits, VP Student Services  
DATE: October 7, 2009  
SUBJECT: October 23, 2009 Board Agenda Item to Transfer of Student Services  
Categorical Funds per Chancellor Office 2009-10 Categorical Program  
Guidance Memorandum of August 26, 2009

At the October 21, 2009 Board of Trustees meeting, the board will be asked to take public testimony, discuss and approve or disapprove the proposed use of transferring \$227,809 of Matriculation funds into the DSP accounts. For the 2009-10 fiscal year through the 2012-13 fiscal years, Matriculation is considered a flexible categorical program; DSP, CalWORKs/TANF, EOPS/CARE are non-flexible categorical programs. This memo is only addressing the Student Services categorical funds; however, transferring Matriculation funds does deem the additional flexible categorical programs to be in program compliance (see attached list from Chancellor's office).

This transfer is allowed under Assembly Bill X4 2 which added to section 84043 of the Education Code provisions for how the transfer could occur. See attached the complete memorandum from the Chancellor's office dated August 26, 2009 which contains Frequently Asked Questions (FAQs) as well as an excerpt from Assembly Bill X4 2.

This \$227,809 transfer from Matriculation funds into DSP is possible because there were 2008-09 Matriculation carry-over dollars in the same amount. These carry over funds paid Matriculation expenses for the first quarter of the 2009-10 fiscal year and frees up the Matriculation 2009-10 funds to be transferred to support the current staffing levels in DSP.

With the use of the \$227,809 Matriculation carry over funds and the DSP carry over funds of \$29,077, the College still needs to identify -178,663.62 to keep the categorical program staffing levels whole for the 2009 – 10 fiscal year.

As it is highly unlikely that there will be any carry-over funds from the 2009-10 fiscal year, therefore the 2010-11, 2011-12, and 2012-13 fiscal year categorical cuts will need to include additional cuts of \$256,856 at minimum. Additionally, there will need to be cuts in these funds over the next three years to pay for all staff steps and columns, and the elimination of the 25% of ARRA funds used in the 2009/10 fiscal year, or \$152,269.



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CALIFORNIA COMMUNITY COLLEGES

CHANCELLOR'S OFFICE

1102 Q STREET

SACRAMENTO, CA 95811-6549

(916) 445-8752

<http://www.cccco.edu>

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August 26, 2009

**TO:** Chief Executive Officers, Chief Business Officers, Chief Student Services Officers,  
Chief Instructional Officers

**FROM:** Erik Skinner, Vice Chancellor, College Finance and Facilities Planning and  
Linda Michalowski, Vice Chancellor, Student Services and Special Programs

**SUBJECT:** 2009-10 Categorical Program Guidance Memorandum

In response to California's fiscal crisis, Governor Schwarzenegger signed into law major revisions to the *2009-10 State Budget* on July 28, 2009. For the California Community Colleges (CCC) these revisions imposed deep funding cuts and made significant policy changes in order to provide districts with greater flexibility to manage the funding reductions. This memo provides clarification and guidance for districts in regard to categorical programs.

**Categorical Budget Cuts—Assembly Bill X4 1**

Assembly Bill X4 1 revises the *2009-10 Budget Act* and makes substantial cuts to most community college categorical programs. AB X4 1 exempts two programs from cuts (1% increase to Student Financial Aid Administration and no cut to Foster and Kinship Care Education), fully eliminates one program (Physical Plant/Instructional Equipment), and makes a range of cuts to the other categorical programs.

In the revised Budget Act, categorical funding allocations are drawn from both state and federal funding. The federal funds, provided from American Recovery and Reinvestment Act State Stabilization (ARRA) monies, are assumed to total \$130 million, resulting in program cuts of 15 to 32%. However, the ARRA allocations are only estimates at this time, and it is unclear what the final dollar amount of federal funds will be. The accompanying table, Attachment 1, lists all the

CCC categorical programs and shows the breakout of the ARRA and state funds that total to the AB X4 1 amounts.

Please note that any shortfall in ARRA funds will be prorated across the ARRA allocations shown in Attachment 1. Due to uncertainty about the level of ARRA funding available, the August Advance Apportionment certification for each program is based on state funds only. These figures should not be relied upon to determine 2009-10 funding levels, as they reflect cuts that are deeper than we believe will ultimately be the case given the availability of ARRA funds. It should further be noted, however, that ARRA funds are expected to be one-time and will not be available for 2010-11. Once we know the final federal allocation, we will recertify each program's 2009-10 allocation as part of a September/October Advance Apportionment.

#### Categorical Flexibility—Assembly Bill X4 2

In order to help districts manage the deep cuts described above, AB X4 2 (the education budget trailer bill) provides categorical flexibility for districts for some categorical programs; these are highlighted in the shaded area of Attachment 1. A summary of the categorical flexibility language is as follows:

- Districts are allowed to redirect funds from any of the categorical programs in the shaded area to support any other categorical program funded in the state budget.
- Before exercising this flexibility, districts are required to discuss the redirection of funds at a regularly scheduled public meeting and take testimony from the public.
- Districts exercising this funding flexibility are relieved of all state statutory, regulatory, and provisional requirements associated with the twelve programs contained in the flexibility category.
- For categorical programs in the flexibility category, funding allocations for each district are set at the same amount received by the district in 2008-09, less the 2009-10 cut.

This allocation methodology, as well as the flexibility noted above, is locked in through 2012-13. The complete categorical flexibility language from AB X4 2 is provided in Attachment 2.

#### Pending Cleanup Legislation

Please be advised that at the time this item was written, it appears that a cleanup bill will be introduced to remove ambiguity regarding the categorical funding allocations and flexibility provisions. The cleanup legislation will likely address the following issues:

- Identify in statute the specific allocations of state and ARRA funds to each categorical program.

- Exempt from the flexibility provisions funding directed to statewide and regional functions in the following programs: Transfer and Articulation; Economic and Workforce Development; and Academic Senate.
- Specify that SB 70 CTE funding is not subject to the flexibility provisions.

### **Frequently Asked Questions**

**Q1:** When will the final ARRA funding allocations be known?

**A1:** The California Department of Finance is in charge of making the calculation. We understand that they are in the process of doing so at this time. We will provide further information on these funding levels as soon as it is available.

**Q2:** What does it mean for programs in the flexibility category to be “deemed in compliance” with statutory, regulatory, and provisional requirements?

**A2:** If a district chooses to exercise its authority to move funds from programs in the flexibility category, then the district will be relieved of responsibility to comply with any state statutes or regulations governing the program from which the funds are being moved and for all other programs in the flexibility category. However, any funds that are not formally moved out of a program must be used for that program’s stated purpose. For example, if a district moves half its Apprenticeship funds to another categorical program and retains the other half for Apprenticeship, then the funds that remain in Apprenticeship must be spent on apprenticeship training. Districts that use flexibility will be required to report to the Chancellor’s Office the amount of funds transferred from each program and where the funds were transferred. The Chancellor’s Office will then use this information to report to the Legislature, per the trailer bill reporting requirements, about how these funds were used. The Chancellor’s Office will provide appropriate reporting forms to districts in the near future in order to collect this information.

**Q3:** In order to be relieved of state statutory, regulatory, and provisional requirements, are we required to take separate actions for each of the twelve categorical programs?

**A3:** No, transferring funds from any one of the categorical programs will result in the district being deemed in compliance for all twelve programs.

**Q4:** Can we use the flexibility provided to transfer funds out of a categorical program and into the district’s General Fund?

**A4:** No, the language is clear that funds can only be transferred into other categorical programs included in the state budget.

**Q5:** Can a district take a single action to move funds out of a program for all four years or is annual action required?

**A5:** Because funds are appropriated for each categorical program on an annual basis, the district would need to take public action each year to transfer funds.

**Q6:** What are the requirements for the public hearing?

**A6:** Because the law references "a regularly scheduled open public hearing," a properly noticed open meeting of the local board of trustees would meet the requirement, provided there is an opportunity for public comment on the item before action is taken. It is clear that the Legislature intended that any fund transfers be appropriately sunshined.

**Q7:** Is there any regulatory flexibility with regard to programs that are not in the flexibility category?

**A7:** Not at this time. Except for the 12 programs included in the flexibility category, all current laws and regulations remain in effect. With specific regard to the student services categorical programs, the Chancellor's Office is reviewing its administrative guidelines to determine whether any sub-regulatory requirements can be lifted and administration streamlined. Discussions to consider pursuing further administrative relief are planned.

**Q8:** How will allocations be determined for programs not included in the flexibility category?

**A8:** Each program (EOPS, CARE, CalWORKs and DSPS) is working within its advisory structures to determine how the budget cuts should affect normal allocation formulas. More information will be forthcoming.

**Q9:** If a district chooses to backfill cuts to any categorical program with district general funds, will the district be locked into a higher maintenance of effort obligation in future years?

**A9:** No. The maintenance of effort requirements are somewhat different for each categorical program and so there will need to be follow-up guidance specific to each program. This guidance will reflect the intent of the Chancellor's Office to enable districts to use district general fund resources to temporarily backfill cuts to categorical programs without having an impact on districts' future maintenance of effort requirements.

**Q10:** Can districts spend 2008-09 funds that were carried over for 2009-10 expenses?

**A10:** Districts were given authority to carry over 2008-09 funds for specific categorical programs (EOPS, CARE, DSPS, Student Financial Aid Administration and Matriculation) until September 30, 2009. All 2008-09 funds must be spent by that date. To the extent the 2008-09 funds are able to pay salaries or other expenses that would otherwise have to be paid from 2009-10 funds, the carry-over funds may help districts manage their 2009-10 funding cuts. However, districts should ensure that the 2008-09 funds are fully expended by the September 30, 2009 deadline.

**Q11:** If a district transfers funds from one categorical program into another categorical program that is not in the flexibility category, do the transferred funds have to be spent in accordance with the existing rules for the receiving program?

**A11:** Yes.

**Q12:** Can a district use funds transferred from one categorical program to meet its match requirement for another categorical program?

**A12:** No. Districts are required to match categorical funds with general or non-state funds. Since the flexibility provisions only allow selected categorical funds to be transferred to other categorical programs, these transferred funds cannot be used as a match in lieu of district general funds.

# Attachment 1: California Community Colleges - Categorical Funding\*

<b>2009-10</b>				
	<b>Budget Act AB X4 1</b>	<b>ARRA Federal Funds (est.)</b>	<b>State General Funds</b>	<b>Flexibility Allowed</b>
<b>Categorical Programs</b>				
Student Financial Aid Administration	52,884,000		52,884,000	No
Foster Care Education Program	5,254,000		5,254,000	No
Fund for Student Success	5,262,820	1,470,219	3,792,601	No
CalWORKs	37,043,000	10,348,318	26,694,682	No
Student Success Initiative - Basic Skills	27,804,000	7,767,315	20,036,685	No
Nursing Support Disabled	18,564,000	5,186,032	13,377,968	No
Students	96,057,240	26,834,514	69,222,726	No
Extended Opportunity Programs & Services	89,188,000	24,915,526	64,272,474	No
Cooperative Agencies Resources for Education	12,949,400	3,617,539	9,331,861	No
Telecom & Technology Services	21,217,380	5,927,279	15,290,101	No
Academic Senate	317,560	88,713	228,847	Yes
Childcare Tax Bail Out	4,648,480	1,298,598	3,349,882	Yes
Equal Employment Opportunity	1,187,960	331,868	856,092	Yes
Economic Development	31,817,200	8,888,441	22,928,759	Yes
Apprenticeship	9,955,880	2,781,271	7,174,609	Yes
Part-time Faculty Office Hours	4,876,960	1,362,426	3,514,534	Yes
Part-time Faculty Health Insurance	680,000	189,965	490,035	Yes
Part-time Faculty Compensation	34,563,040	9,655,518	24,907,522	Yes
Transfer Education and Articulation	968,320	270,510	697,810	Yes
Matriculation - credit	55,231,760	15,429,524	39,802,236	Yes
Matriculation - non-credit	13,017,000	3,636,424	9,380,576	Yes
Physical Plant and Instructional Support				Yes
Career Technical Education**	48,000,000		48,000,000	No
<b>Subtotal Categorical</b>	<b>571,488,000</b>	<b>130,000,000</b>	<b>441,488,000</b>	

\*Unresolved issues: 1) specific allocations of ARRA and state funds to each categorical program; 2) status of statewide and regional projects; and 3) status of SB 70 CTE funding.

\*\* Reflects a shift in SB 1133 (2006 Prop. 98 Settlement Funds) to Budget Act

Flexibility provision applied to categorical programs in shaded area of table and allows funds to be moved from these programs into any categorical program. Categorical programs under flexibility rules lock-in 2008-09 district allocation level, less the 2009-10 and any future cut, through 2012-13.

## Attachment 2: Excerpt From Assembly Bill X4 2

SEC. 32. Section 84043 is added to the Education Code, to read:

84043. (a) (1) Notwithstanding any other provision of law, and unless otherwise prohibited under federal law, for the 2009–10 to 2012–13 fiscal years, inclusive, community college districts may use funding received, pursuant to subdivision (b), from any of the programs listed in paragraph (2) that are contained in Item 6870-101-0001 of Section 2.00 of the annual Budget Act, for the purposes of any of the programs contained in Schedule(2) and Schedules (4) to (23), inclusive, of Item 6870-101-0001 of Section 2.00 of the Budget Act of 2009.

- (2)
- (A) Apprenticeship.
  - (B) Matriculation.
  - (C) Academic Senate for the Community Colleges.
  - (D) Equal Employment Opportunity.
  - (E) Part-time Faculty Health Insurance.
  - (F) Part-time Faculty Compensation.
  - (G) Part-time Faculty Office Hours.
  - (H) Economic Development.
  - (I) Transfer Education and Articulation.
  - (J) Physical Plant and Instructional Support.
  - (K) Career Technical Education.
  - (L) Campus Childcare Tax Bailout.

(b) For the 2009–10 to 2012–13 fiscal years, inclusive, the chancellor shall apportion from the amounts provided in the annual Budget Act for the programs enumerated in paragraph (2) of subdivision (a), an amount to a community college district, based on the same relative proportion that the district received in the 2008–09 fiscal year for the programs enumerated in paragraph (2) of subdivision (a). The amounts allocated shall be adjusted for any greater or lesser amount appropriated for the items enumerated in paragraph (2) of subdivision (a).

(c) (1) This section does not obligate the state to refund or repay reductions made pursuant to this section. A decision by a district to reduce funding pursuant to this section for a state-mandated local program shall constitute a waiver of the subvention of funds that the district is otherwise entitled to pursuant to Section 6 of Article XIII B of the California Constitution on the amount so reduced.

(2) If a community college district elects to use funding received pursuant to subdivision (b) in the manner authorized pursuant to subdivision (a), the governing board of the district shall, at a regularly scheduled open public hearing, take testimony from the public, discuss, and shall approve or disapprove the proposed use of funding.

(3) (A) If a community college district elects to use funding received pursuant to subdivision (b) in the manner authorized pursuant to subdivision (a), the district shall continue to report the expenditures pursuant to this section by using the appropriate codes to indicate the activities for which these funds were expended using the existing standard reporting process as determined by the chancellor.

(B) The chancellor shall collect the information in subparagraph (A) and shall provide that information to the Department of Finance and to the appropriate policy and budget committees of the Legislature on or before April 15, 2010, and annually thereafter by April 15 of each year, through 2014.

(d) For the 2009–10 to 2012–13 fiscal years, inclusive, community college districts that elect to use funding in the manner authorized pursuant to subdivision (a) shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language, associated with the programs enumerated in subdivision (a).

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

**TO:** Members of the Governing Board  
**SUBJECT:** CCFS-311 FINANCIAL REPORT, FIRST QUARTER,  
FY 2009-10

**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

AB 2910, Chapter 1486, Statutes of 1986, requires California Community College Districts to report quarterly on its financial condition. The CCFS-311 quarterly financial report, along with a narrative, for the first quarter of FY 2009-10 is attached for the Board's review and information.

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

Susan Rinne  
Interim Director, Fiscal Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7000, ext. 4462

**TELEPHONE NUMBER**

Administrative & Business Services

**ORGANIZATION**

October 23, 2009

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

October 23, 2009

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



2009/10 First Quarter Financial Status Report  
Solano Community College  
Presented to the Board November 4, 2009

The First Quarter Financial Status Report is required to be submitted to the State Chancellors Office prior to November 15, 2009 for the first quarter of the fiscal year 2009/10. The first quarter reflects revenue received and expenses paid through September 30, 2009, or a quarter of the way through the fiscal year.

Enclosed is a copy of the State report. The State report is only on the General Fund Unrestricted portion of the budget. It reflects the budget adopted by the Governing Board on October 7, 2009.

The assumptions used to project the actuals as of June 30, 2010 remain the same as when the Board adopted the budget. The projected actuals are reflected on the last column of the State Reports.

Projected actuals as of June 30 for revenue reflects the rebenching of the FTES down to 8,965.32 by the Chancellor's office, no Cost-of-Living Adjustment, and no Growth funding for the apportionment. The General Apportionment is \$45,353,846 of the Unrestricted Revenue, or 91.98%. Lottery is projected at \$111 per FTES, and is projected to generate \$1,039,939 of the Unrestricted Revenue or 2.1%. Interest, rents and leases, sales and commissions along with other local revenue make up the additional 5.92% of the Unrestricted Revenue.

Projected actual as of June 30 for expenditures reflect payroll through September 30, 2009, along with all other expenditures through that period. Total expenditures to date reflect 24.03% of our budgeted expenditures, which represents just under the 25%, or one-quarter of the year.

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
ENTER OR EDIT CURRENT DATA**

**Record Updated**

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q1) Sep 30, 2009

District: (280) SOLANO

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Projected Actuals as of June 30 (Col. 4)
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
<b>Closed for edits after Nov 30, 2009</b>					
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	49,250,067	49,250,067	9,662,193	49,250,067
A.2	Other Financing Sources (Object 8900)	55,000	55,000	0	55,000
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	49,305,067	49,305,067	9,662,193	49,305,067
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	50,133,670	50,133,670	12,051,965	50,133,670
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	25,000	25,000	0	25,000
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	50,158,670	50,158,670	12,051,965	50,158,670
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	-853,603	-853,603	-2,389,772	-853,603
D.	<b>Fund Balance, Beginning</b>	3,419,596	3,419,596	3,419,596	3,419,596
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	3,419,596	3,419,596	3,419,596	3,419,596
E.	<b>Fund Balance, Ending (C. + D.2)</b>	2,565,993	2,565,993	1,029,824	2,565,993
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	5.1%	5.1%	8.5%	5.1%

SAVE EDITS >>

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)		8,965
-----	---	--	-------

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

	Amount as of the Specified Quarter Ended	
H.1	Cash, excluding borrowed funds	-310,096
H.2	Cash, borrowed funds only	1,900,000
H.3	<b>Total Cash (H.1+ H.2)</b>	1,589,904

IV. Has the district settled any employee contracts during this quarter?  Yes  No

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

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>						
Year 1:						
Year 2:						
Year 3:						
<b>b. BENEFITS:</b>						
Year 1:						
Year 2:						
Year 3:						

\* As specified in Collective Bargaining Agreement or other Employment Contract

SAVE EDITS >>

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

2000 Characters Remaining

V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

Yes  No

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

2000 Characters Remaining

VI. Does the district have significant fiscal problems that must be addressed?

This year?  Yes  No  
 Next year?  Yes  No

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

The reduction of State Revenue in both unrestricted and restricted funding is causing the District to evaluate how services to students are performed. For the current fiscal year, the District is utilizing the ARRA funds to help offset the restricted reductions. Many vacant positions are not being filled. The operational expenditure budget was reduced to help offset the reduction in revenue. The elimination of the ARRA funds in the 2010-11 fiscal year further impact these challenges. The District is in the planning process for the 2010-11 fiscal year. Most of the revenue reductions will be met with a reduction in work force in 2010-2011.

1348 Characters Remaining

« EXIT WITHOUT SAVING

SAVE EDITS »

California Community Colleges, Chancellor's Office  
 1102 Q Street Sacramento, California 95814-6511

Send questions to:

Christine Atalig (916)327-5772 [atalig@ccccc.edu](mailto:atalig@ccccc.edu) or Glen Campora (916)323-6899 [gcampora@ccccc.edu](mailto:gcampora@ccccc.edu)

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**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
VIEW QUARTERLY DATA**

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q1) Sep 30, 2009

District: (280) SOLANO

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
<b>I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:</b>					
A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	47,909,009	48,967,691	50,379,704	49,250,067
A.2	Other Financing Sources (Object 8900)	26,210	1,001,646	-98,637	55,000
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	47,935,219	49,969,337	50,281,067	49,305,067
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	46,288,175	50,216,581	51,089,894	50,133,670
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	170,463	140,493	220	25,000
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	46,458,638	50,357,074	51,090,114	50,158,670
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	1,476,581	-387,737	-809,047	-853,603
D.	<b>Fund Balance, Beginning</b>	4,415,239	5,891,820	5,504,083	3,419,596
D.1	Prior Year Adjustments + (-)	0	0	-1,275,440	0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	4,415,239	5,891,820	4,228,643	3,419,596
E.	<b>Fund Balance, Ending (C. + D.2)</b>	5,891,820	5,504,083	3,419,596	2,565,993
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.7%	10.9%	6.7%	5.1%

**II. Annualized Attendance FTES:**

G.1	Annualized FTES (excluding apprentice and non-resident)	9,160	9,101	9,369	8,965
-----	---	-------	-------	-------	-------

**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

	Description	As of the specified quarter ended for each fiscal year			
		2006-07	2007-08	2008-09	2009-2010
H.1	Cash, excluding borrowed funds		6,045,071	-4,151,056	-310,096
H.2	Cash, borrowed funds only		0	4,151,056	1,900,000
H.3	<b>Total Cash (H.1+ H.2)</b>	3,428,698	6,045,071	0	1,589,904

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	49,250,067	49,250,067	9,662,193	19.6%
I.2	Other Financing Sources (Object 8900)	55,000	55,000	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	49,305,067	49,305,067	9,662,193	19.6%
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	50,133,670	50,133,670	12,051,965	24%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	25,000	25,000	0	25,000
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	50,158,670	50,158,670	12,051,965	24%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-853,603	-853,603	-2,389,772	
L.	Adjusted Fund Balance, Beginning	3,419,596	3,419,596	3,419,596	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	2,565,993	2,565,993	1,029,824	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5.1%	5.1%		

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

NO

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

Contract Period Settled	Management	Academic	Classified

(Specify) YYYY-YY	Permanent		Temporary		Total Cost	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>						
Year 1:						
Year 2:						
Year 3:						
<b>b. BENEFITS:</b>						
Year 1:						
Year 2:						
Year 3:						

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

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

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

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

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

The reduction of State Revenue in both unrestricted and restricted funding is causing the District to evaluate how services to students are performed. For the current fiscal year, the District is utilizing the ARRA funds to help offset the restricted reductions. Many vacant positions are not being filled. The operational expenditure budget was reduced to help offset the reduction in revenue. The elimination of the ARRA funds in the 2010-11 fiscal year further impact these challenges. The District is in the planning process for the 2010-11 fiscal year. Most of the revenue reductions will be met with a reduction in work force in 2010-2011.

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA**

CHANGE THE PERIOD

**Fiscal Year: 2009-2010  
Quarter Ended: (Q1) Sep 30, 2009**

District: (280) SOLANO

Your Quarterly Data is ready for certification.  
Please complete the fields below and click on the 'Certify This Quarter' button

**Chief Business Officer**

**CBO Name:**

**CBO Phone:**

**CBO Signature:**

**Date Signed:**

**Chief Executive Officer Name:**

**CEO Signature:**

**Date Signed:**

**Electronic Cert Date:**

**District Contact Person**

**Name:**

**Title:**

**Telephone:**

**Fax:**

**E-Mail:**

California Community Colleges, Chancellor's Office  
1102 Q Street Sacramento, California 95814-6511

Send questions to:  
Christine Atalg (916)327-5772 [catalg@ccccc.edu](mailto:catalg@ccccc.edu) or Glen Campora (916)323-6899 [gcampora@ccccc.edu](mailto:gcampora@ccccc.edu)  
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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**  
**SUBJECT: CONSIDERATION OF SABBATICAL LEAVES**  
**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

The Sabbatical Leave Committee recommends that the following instructors be granted Sabbatical Leaves for the 2010-2011 academic year.

Mary Gumlia - Fall 2010	\$14,985.60
George Maguire - Fall 2010	\$14,985.60
Marianne Flatland - Spring 2011	\$14,985.60
Gene Thomas - Spring 2011	\$14,985.60
<u>TOTAL</u>	<u>\$59,942.40</u>

The additional cost to SCCD is estimated for adjunct faculty at the median hourly rate of \$62.44.

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

Robin L. Steinback, Ph.D.  
Vice President of Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7226

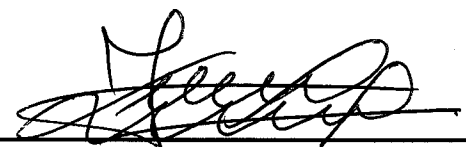
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

October 23, 2009

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

October 23, 2009

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: NEW CLASS SPECIFICATION FOR GRAPHIC ARTS  
TECHNICIAN**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

In accordance with Article 18 of the California School Employees Association/District collective bargaining agreement, employees may request a reclassification based on significant changes in job duties and levels of responsibility. A reclassification review was conducted and approved. Attached is a copy of the new class specification.

In accordance with Governing Board procedure, the revised class specifications will be presented for Board action at the November 18, 2009, meeting under the Consent Calendar for Human Resources.

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

Trudy Largent, J.D.  
Director of Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

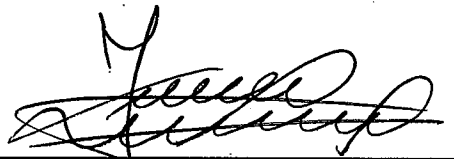
**ADDRESS**

(707) 864-7122

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

October 23, 2009  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

October 23, 2009  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE: Graphic Arts Specialist**

**BASIC FUNCTION:** Under direction of the Graphic Arts Supervisor, independently coordinate, oversee and perform technical work related to the operations and activities of the District's central copy center; train and provide work direction to student workers in the operation of computerized bindery and copying equipment; operate a personal computer to maintain, compile and manipulate statistics.

**REPRESENTATIVE DUTIES:**

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

Envision, design, create, and oversee the production of graphic arts materials for internal and external publications and the campus community including newsletters, booklets, brochures, flyers, posters, signs, displays, forms, charts, and other material as necessary.

Provide a variety of graphic and technical functions, including preparing layouts/drafts for review, design approval, and reproduction; setting up and operating equipment such as computers and computer peripherals.

Maintain current knowledge in graphic design trends; provide assistance and answer questions regarding various graphic design software programs; provide direction and assistance to faculty, department heads and staff regarding graphic design ideas; assist in preparing materials for submission to printers; ensure proper format.

Assist supervisor in maintaining the District supply store, including ordering supplies maintaining inventory, scheduling deliveries, tracking division usage and invoicing departments for reimbursement of supply costs.

Coordinate, oversee and perform technical work related to the operation of the central copy center; receive, review and schedule request orders for the duplication of instructional and administrative materials in relation to time requirements, project importance and cost effectiveness; operate duplication equipment as needed.

Train and provide work direction to student workers in the operation of automated duplication and high-speed bindery equipment; train students to work at the service window.

Plan and assign work schedules to students to assure the timely completion of quality work products; review incoming work and revise priorities as appropriate.

Oversee and coordinate the duplication and bindery of a wide variety of materials such as the Board Agenda, student services materials, instructional handouts, examinations and special project documents.

Operate and train assigned workers in the use of power bindery equipment, folder, cutter, collating, drilling, FAX machine, dry mount and laminating press and automated copiers.

Operate microcomputer equipment to compile statistical data from work orders; prepare and maintain periodic records related to production, inventory and student workers.

Provide technical assistance to administrators, faculty and staff regarding the completion of duplicating requests in the most cost-effective manner.

Operate and perform routine maintenance to power equipment in the copy center.

Receive and when appropriate resolve complaints from District personnel; provide information and assistance regarding available services and equipment and established regulations.

Perform secretarial and clerical duties in support of the supervisor.

**Secondary Functions:**

Perform job-related duties as assigned.

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

**EDUCATION AND EXPERIENCE:** Graduation from high school supplemented by technical training in copy center operation, including bindery and finishing work, layout and design of a variety of publications such as brochures, forms, booklets and other related publications utilizing desktop publishing software, training in clerical procedures and microcomputer applications and three years of clerical experience including one year experience in the operation of high speed copiers and two years of current computer based composing and text editing using desktop publishing software or any combination or training, experience, and/or education that provides the required knowledge, skills and abilities.

**LANGUAGE SKILLS:**

Ability to read and interpret documents such as safety rules, operating and maintenance

instructions, technical and procedure manuals and governmental regulations, such as copyright laws and postal regulations.

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

Ability to verbally present information and department policies to staff, 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.

Ability to compute rate, ratio, and percent.

Ability to prepare and maintain financial and statistical records.

**REASONING ABILITY:**

Ability to use independent judgment in solving practical problems dealing with a variety of variables and situations.

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

**CERTIFICATES, LICENSES, REGISTRATION:**

Valid California driver's license.

**OTHER SKILLS AND ABILITIES:**

Demonstrate knowledge of:

Office management practices and procedures.

Work scheduling techniques and time management skills.

Health and safety regulations.

Principles of training and providing work direction.

Methods, processes, equipment, operation and equipment used in a production copying center.

Bindery and finishing techniques and equipment operation.

Basic graphic design and layout.

Record-keeping techniques.

Proper methods of storing equipment, materials and supplies.

Types of paper, supplies and toners used in a copying center.

- Comprehensive knowledge of graphics and computers.
- Modern office practices, procedures, and equipment including computers and applications software applications.
- Operating characteristics of relevant software applications including those related to desktop publishing.
- Perform technically complex duties requiring a comprehensive understanding of graphic arts involving the use of independent judgment and personal initiative.
- Review, evaluate, organize, prioritize and schedule work requests for duplication of instructional and administrative materials.
- Train and provide work direction to student workers.
- Process high volume workloads according to demanding schedules and timelines.
- Operate microcomputer equipment and software, including a variety of Desktop Publishing systems.
- Use chemical solvents, toners and cleaners safely.
- Work independently with minimal supervision.
- Operate high speed copiers and related bindery and finishing equipment to print and produce a variety of tests, flyers, handouts, forms, reports and other materials.
- Plan, organize, schedule and perform work effectively and efficiently within required time limits.
- Adjust, maintain and perform minor repairs to equipment.
- Learn copyright laws.
- 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.
- Maintain records and files.
- Observe health and safety rules and regulations.

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand or sit for long periods of time; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; bend, stoop, kneel, or crouch; speak clearly enough to provide information to students and staff; and hear and understand voices over telephone and in person. An employee in this classification occasionally may be required to deliver materials to other campus locations.

Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 50 pounds.

Specific vision abilities required for positions assigned to this classification include close vision

(clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

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

The work assigned to this classification is typically performed in a centralized reprographics environment. While performing the duties of this classification, the employee regularly works near moving mechanical parts and is regularly exposed to fumes from ink or cleaning compounds, airborne particles from paper, and the risk of electrical shock from electronic equipment. While performing the duties of this classification, the employee works at a computer for long periods of time and is regularly exposed to frequent interruptions and the hazards of working with video display terminals including the risks of computer-generated video radiation. The work environment is very loud and noisy.

TL/zg

Board approved: \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: REVISED CLASS SPECIFICATIONS FOR  
VETERANS CERTIFICATION SPECIALIST**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

In accordance with Article 18 of the California School Employees Association/District collective bargaining agreement, employees may request a reclassification based on significant changes in job duties and levels of responsibility. A reclassification review was conducted and approved. Attached is a copy of the revised class specifications.

In accordance with Governing Board procedure, the revised class specifications will be presented for Board action at the November 18, 2009, meeting under the Consent Calendar for Human Resources.

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

Trudy Largent, J.D.  
Director of Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

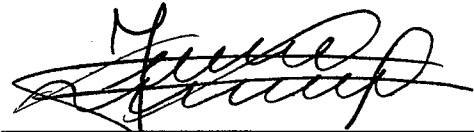
**ADDRESS**

(707) 864-7122

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

October 23, 2009  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

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**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE: Veteran Certification Specialist**

**BASIC FUNCTION:** Under direction of the Assistant Dean ~~Director of Financial Aid~~, perform a variety of complex duties independently and provide specialized assistance to students in the Office of Veterans Affairs. Organize, coordinate and oversee the activities and daily operation of the area. Assure compliance with District's educational policies, state matriculation guidelines and federal veterans regulations; prepare and maintain records, reports and statistical data related to veterans.

**DISTINGUISHING CHARACTERISTICS:** An employee assigned to this class reports directly to an Assistant Dean ~~the Director of Financial Aid~~ and performs specialized and complex work requiring previous work experience in student services.

**REPRESENTATIVE DUTIES:**

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

**Comply with new federal reporting requirements for the Post 9/11 GI Bill.**

**Disburse funds to student accounts; direct pays for Bookstore and authorize refunds.**

**Prepare accounting spreadsheets to be compiled to comply with federal requirements.**

**Prepare detail of semester activity specific to courses reported to the VA versus courses not reported.**

Organize, coordinate and oversee the activities and daily operations of the Office of Veterans Affairs.

Receive, review and process applications for G.I. Bill educational benefits through the Veterans Administration for veterans and eligible dependents; assure that applications are complete and accurate; certify under penalty of perjury that marriage and birth certificates submitted are true copies; establish eligibility of veterans and dependents according to established VA law.

Review and monitor the educational goals of each veteran in relation to current courses; notify and advise veterans on appropriate courses to take based on results of counseling appointment with VA Counselor.

Certify number of units, course dates, educational goal and total number of units accumulated toward that goal to the Veterans Administration; determine amount of benefits due.

Organize, schedule and conduct specialized workshops specifically designed for Veterans and

other targeted groups within the programs.

Provide specialized information to students regarding District policies and program requirements, regulations and restrictions in the assigned Veterans area.

Attend meetings, conferences, seminars and workshops to maintain current knowledge regarding program eligibility, requirements and regulations.

Communicate with District personnel, community organizations, government agencies and others to exchange information, coordinate activities and resolve issues.

Act as District's Certifying Official for certification purposes for VA documents.

Provide technical guidance and specialized information to students regarding District policies and program requirements, regulations and restrictions in the assigned student services area.

Coordinate counseling activities with the Veterans Counselor; advise counselor of VA regulations to assure veterans are not charged with an overpayment from the VA at a future date.

Disburse federal checks to qualified veterans according to VA regulations.

Recruit, interview, hire, train and dismiss student workers through the federally-funded VA work study program; develop work assignments and schedules; provide work direction to students and establish work priorities; sign and forward work time sheet to VA for payment on a monthly basis.

Interact with federal and State auditors; prepare federal reports as required.

**Secondary Functions:**

Perform job-related duties as assigned.

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

**EDUCATION AND EXPERIENCE:** Graduation from high school supplemented by college course work and three years of increasingly responsible clerical work including extensive public contact, including at least one year of student services experience or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities. Previous experience in Veterans Affairs work is desirable.



**LANGUAGE SKILLS:**

Ability to read, analyze, interpret, apply and explain financial and statistical reports, laws, rules, regulations, policies and procedures.

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

Ability to effectively present information to top management, public groups, and/or the Board of Trustees and respond to common inquiries or complaints from students, other employees, regulatory agencies, or members of the community.

**MATHEMATICAL SKILLS:**

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.

Ability to perform these operations using units of American money.

**REASONING ABILITY:**

Ability to interpret and apply State and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

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

Ability to solve practical problems and deal with variables in situations where only limited standardization exists.

**CERTIFICATES, LICENSES, REGISTRATION:**

Valid California driver's license.

**OTHER SKILLS AND ABILITIES:**

Demonstrate knowledge of:

Day-to-day operations and activities of Veterans Affairs programs and services.

College curriculum and matriculation guidelines.

Financial and statistical recordkeeping techniques.

Scheduling and coordination of veterans certification services at a college.

District organization, operations, policies and objectives.

Office and facility management skills.

Modern office practices and procedures.

Laws, regulations and policies concerning the assigned student services area.

Interviewing and advising techniques.

Special needs, problems and concerns of the program participants.

Principles of training and providing work direction.

**Work within complex, integrated Enterprise Resource Planning (ERP) systems.**

Organize, coordinate and oversee the District's veterans certification program.

Provide specialized information and assistance to students in an assigned student services area.

Recruit, select, train, supervise, evaluate, and dismiss student and hourly assistants.

Maintain confidentiality of information and records.

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 an acceptable rate of speed.

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.

Plan and organize time and work effectively.

Work independently with minimum supervision.

Keep abreast of trends, technological advances and changes in regulations applicable to assigned area.

Maintain comprehensive records and files according to legal guidelines.

Prepare statistical reports for regulatory agencies.

Work effectively with frequent interruptions.

Relate sensitively to students with special needs.

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to travel to other campus locations to attend meetings or conduct work. The employee in this position occasionally may be required to operate a motor vehicle to drive to other county locations or to conduct work at other campus locations. All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

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

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

The work assigned to this classification is typically performed in the Office of Veterans Affairs. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. While performing the duties of this classification, the employee frequently is occasionally exposed to outdoor weather conditions and vehicle traffic when driving to other locations. The work environment is moderately noisy.

**Marlys Grodt & Associates - 1993**

RDC/zg

Board approved: 6/19/96  
Revised: 10/15/08, \_\_\_\_\_