

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

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

EMPLOYMENT 2008-09

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Tina Abbate	Student Services Assistant III, Admissions & Records Substitute	04/02/09 – 06/30/09	\$ 16.31
Susan Beavers	Student Services Assistant II, Registration Substitute	04/02/09 – 06/30/09	\$ 15.59
Mark Berrett	Contract Training, Contract Ed	01/19/09 – 06/30/09	\$ 63.43
Karen Jackson	Reading/Writing Technician	02/21/09 – 05/02/09	\$ 22.17
Catherine Koehler	Faculty Remediation/Mentoring	03/02/09 – 05/29/09	\$ 44.23
Darlene Stewart	Administrative Assistant III Financial Aid & EOPS substitute	03/03/09 – 06/30/09	\$ 15.59

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Shannon Rourke	Moulage	01/24/09 – 05/05/09	\$ 350.00

Richard Christensen, Ed.D.
 Director of Human Resources


DR. ROBERT JENSEN
 Interim Superintendent/President

April 1, 2009
 Date Submitted

April 1, 2009
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
April 1, 2009
Page 2

Independent Contractors

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
<u>Administrative & Business Services</u> <u>Dr. Robert Jensen, Responsible Manager</u>			
Don Mourton	Special Assistant to the President (Project Manager Banner)	03/30/09 – 12/31/09	\$ 90.82 hours Not to exceed \$ 70,840.00
Dean West	Fiscal Services Consultant and Warehouse/Fixed Assets Consultant	03/19/08 – 06/30/09	\$ 100.00 hour Not to exceed \$ 9,000.00

Children's Programs
Christy Speck, Responsible Manager

Sandra Diehl	Prepare a computer generated design of the "way back yard" playground space adjacent to the toddler play yard	04/02/09 – 06/30/09	\$ 850.00
--------------	---	---------------------	-----------

Fine & Applied Arts/Behavioral Science
Leslie Rota, Responsible Manager

Yanina Cywinska	Ethnic Studies Guest Speaker	04/09/09	\$ 500.00
-----------------	------------------------------	----------	-----------

Small Business Development Center (SBDC)
Charles Eason, Responsible Manager

The Federal Technology Center	Present two workshops and provide hourly counseling, Solano County Contract	04/02/09 – 06/30/09	\$ 1,250.00
-------------------------------	---	---------------------	-------------

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Christopher Harris	Tutor	Math/Math Activities Center

SUMMER 2009 FOUR-DAY, TEN-HOUR WORK SCHEDULE

The summer four-day, ten-hour (4/10) work schedule for 2009 is proposed to begin on June 15, 2009 (Friday, June 19 will be the first Friday closed) and end July 30, 2009 (Friday, July 31 will be the last Friday closed). The campus will be closed for business on Fridays throughout this period. Return to regular schedule on Monday, August 3, 2009.

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

April 1, 2009

Page 3

RESIGNATION TO RETIRE

Jeanne Hanson (Posthumously)	Student Services Assistant II Financial Aid 8-1/2 years	03/12/09
---------------------------------	---	----------

EMPLOYMENT 2009-10

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
To be determined	Registration Aides (15)	07/01/09 – 06/30/10	\$ 10.00

REQUESTS FOR A REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA collective bargaining agreement, Mr. John Nogué, Biology Instructor, is requesting a 46.67% reduction in workload for the 2009-10 academic year. The reduction is authorized under Section 22713 of the California Education Code. The request for a reduced workload is recommended.

In accordance with Section 10.2 of the CCA/CTA/NEA collective bargaining agreement, Ms. Barbara Pavão, Counselor, is requesting a 10% reduction in workload for the 2009-10 academic year. The reduction is authorized under Section 22713 of the California Education Code. The request for a reduced workload is recommended.

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:

03/10/09	Vendor Payment	11009903-11009906	\$ 707.12
03/12/09	Vendor Payment	11009907-11010056	\$384,282.83
03/19/09	Vendor Payment	11010057-11010098	\$379,096.39
03/19/09	Vendor Payment	11010099-11010127	\$238,528.60

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:
Office of the Superintendent/President
Office of the Vice President of Administrative & Business Services
Library

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SOLANO DISTRICT SCOUT HOUSE DONATION
REQUESTED ACTION: APPROVAL

SUMMARY:

Presentation by Anita Johnson, Chair of the Solano District Scout House Scholarship Committee, of a check for \$30,000.00 to the Solano Community College Foundation.

The donation is for the establishment a perpetual annual Scholastic Scholarship for Solano Community College students affiliated with a Scouting Program.

It is recommended at this time to accept this donation for the Scholarship program.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Shatzer, Interim Executive Director
Educational Foundation

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7177

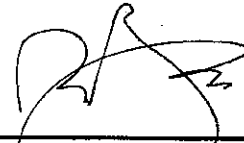
TELEPHONE NUMBER

Solano Community College Foundation

ORGANIZATION

March 20, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

AGENDA ITEM 9.(b)
MEETING DATE April 1, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED EXTENSION OF FOOD SERVICES
AGREEMENT WITH FRESH & NATURAL, INC.

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a one-year extension of the food services agreement with Fresh & Natural, Inc. The current agreement expires on June 30, 2009. At a February 3, 2009 meeting of the District Food Services Committee, it was their consensus that the agreement be extended for one additional year. The committee based its decision on the overall general satisfaction of the cafeteria and catering services provided. This is the last agreement extension the District will issue a Request for Proposal during the 2009-10 year.

This extension will commence on July 1, 2009 and expire on June 30, 2010. All terms and conditions remain the same. Attached is the proposed agreement extension for Board information.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

ADDENDUM TO FOOD SERVICES AGREEMENT

This Addendum to the Food Services Agreement is made at Fairfield, California on _____, 2009, by and between the Solano Community College District ("District") and Fresh & Natural, Inc, ("Contractor").

RECITALS

1. District and Contractor entered into the original food services agreement on July 1, 2005.
2. The term of the first addendum to the agreement expires on June 30, 2009.
3. Paragraph 3 of agreement, Term, states that "following the agreement term, the Superintendent-President, with Governing Board approval, may extend the term of the agreement.
4. With mutual consent and agreement between District and Contractor, the District will exercise its option to extend the food services agreement by one additional year to June 30, 2010.
5. No other changes. All other terms and conditions of the agreement remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed on the date below.

SOLANO COMMUNITY COLLEGE DISTRICT

FRESH & NATURAL, INC

By _____
Dr. Robert Jensen
Interim Superintendent/President

By _____
Marie Le
President

Date _____

Date _____

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION AUTHORIZING AND APPROVING THE
BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010;
THE ISSUANCE AND SALE OF A 2009-2010 TAX AND
REVENUE ANTICIPATION NOTE THEREFORE AND
PARTICIPATION IN THE COMMUNITY COLLEGE
LEAGUE OF CALIFORNIA TAX AND REVENUE
ANTICIPATION NOTES PROGRAM,
RESOLUTION NO. 08/09-30**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 08/09-30, authorizing and approving the borrowing of funds for fiscal year 2009-10; the issuance and sale of a 2009-10 Tax and Revenue Anticipation Note (TRAN) and participation in the Community College League of California TRAN Program. The total amount borrowed is not expected to exceed \$5 million. The 2009 TRAN will be dated July 1, 2009 and the maturity will not exceed 12 months. The TRAN will be issued through a statewide financing program sponsored by the Community College League of California.

(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 94534-3197

ADDRESS

707-864-7000, ext. 4462

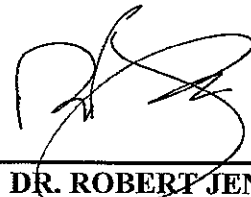
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION AUTHORIZING AND APPROVING THE
BORROWING OF FUNDS FOR FISCAL YEAR 2009-2010;
THE ISSUANCE AND SALE OF A 2009-2010 TAX AND
REVENUE ANTICIPATION NOTE THEREFORE AND
PARTICIPATION IN THE COMMUNITY COLLEGE
LEAGUE OF CALIFORNIA TAX AND REVENUE
ANTICIPATION NOTES PROGRAM,
RESOLUTION NO. 08/09-30**

REQUESTED ACTION: APPROVAL

SUMMARY:

(CONTINUED FROM PREVIOUS PAGE)

The purpose of the temporary borrowing is to increase available cash balances which provide operating funds to cover cash shortfalls during this state budget crisis. The District anticipates a shortfall due to the state deferring \$340 million in apportionment funding from January, February, March, and April to be repaid in July.

The advantages of participating in the Community College League's TRAN program, rather than individual financing or another pooled TRAN, are many. The costs are lower because the costs are also shared by other participating community college districts. There are standardized documentation and credit criteria employed in the financing, as well as a streamlined issuance process. The League's program also offers the District the option of issuing TRAN which mature in 12 months. Finally, there is the ability to obtain the highest credit rating on the financing with the availability of insurance. The District's TRAN maturity will be 12 months dated July 1, 2009, and due June 30, 2010.

Resolution No. 08/09-30 authorizes various financing documentation, including a Purchase Agreement and an Indenture which is on file in the Office of the Vice President of Administrative and Business Services at Solano Community College. The resolution authorizes Dr. Robert Jensen, Interim Superintendent/President; or A. Marie Young, President of the Governing Board, to sign financing documentation in connection with the issuance of the TRAN. The resolution also appoints the law firm of Stradling Yocca Carlson & Rauth (SYCR) as Bond Counsel to the District. SYCR is a regional law firm which specializes in municipal bond law.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

RESOLUTION NO. 08/09-30

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR
FISCAL YEAR 2009-2010; THE ISSUANCE AND SALE OF A 2009-2010 TAX AND
REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION
IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
TAX AND REVENUE ANTICIPATION NOTES PROGRAM**

WHEREAS, Local agencies are authorized by Section 53850 to 53858, both inclusive, of the Government Code of the State of California (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes;

WHEREAS, The Governing Board (the "Legislative Body") of the community college district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to its fiscal year ending June 30, 2010 ("Repayment Fiscal Year");

WHEREAS, The District hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance of the Note (defined herein), in one or more series, on either a tax-exempt or taxable basis, as hereinafter defined;

WHEREAS, Because the District does not have fiscal accountability status pursuant to Section 85266 of the Education Code of the State of California, it requests the Board of Supervisors of the County to borrow, on the District's behalf, the Principal Amount by the issuance of the Note;

WHEREAS, Pursuant to Section 53853 of the Act, if the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in said Section 53853, following receipt of this Resolution, and the Note is issued in conjunction with tax and revenue anticipation notes, in one or more series, of other Issuers (as hereinafter defined), the District may issue the Note in its name pursuant to the terms stated herein;

WHEREAS, It appears, and this Legislative Body hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys of the District attributable to the Repayment Fiscal Year, and available for the payment of the principal of the Note and the interest thereon;

WHEREAS, No money has heretofore been borrowed by or on behalf of the District through the issuance of tax and revenue anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue, cash receipts or other moneys for the Repayment Fiscal Year;

WHEREAS, Pursuant to Section 53856 of the Act, certain moneys which will be received by the District during and attributable to the Repayment Fiscal Year can be pledged for the payment of the principal of the Note and the interest thereon (as hereinafter provided);

WHEREAS, The District has determined that it is in the best interests of the District to participate in the Community College League of California Tax and Revenue Anticipation Note Program (the "Program"), whereby participating local agencies (collectively, the "Issuers") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, The District desires to have its Note (defined herein) marketed together with some or all of the notes issued by the Issuers participating in the Program;

WHEREAS, RBC Capital Markets Corporation, as underwriter or placement agent, appointed in Section 21 hereof (the "Underwriter"), will structure one or more pools of notes or series of note participations (referred to herein as the "Note Participations", the "Series" and/or the "Series of Note Participations") distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series by the principal amounts of the notes assigned to the Pool, (ii) whether interest on the Series of Note Participations is a fixed rate of interest or a variable rate of interest swapped to a fixed rate, (iii) whether interest on the Series of Note Participations is includable in gross income for federal income tax purposes, or (iv) other factors, all of which the District hereby authorizes the Underwriter to determine;

WHEREAS, The Program requires the Issuers participating in any particular Series to deposit their tax and revenue anticipation notes with a trustee, pursuant to a trust agreement (the "Trust Agreement") among such Issuers, the District, the California Community College Financing Authority (the "Authority") and Wells Fargo Bank, National Association, as trustee (the "Trustee");

WHEREAS, The Trust Agreement provides, among other things, that for the benefit of Owners of Note Participations, that the District shall provide notices of the occurrence of certain enumerated events, if deemed by the District to be material.

WHEREAS, The Program requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Note Participations evidencing and representing proportionate, undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series;

WHEREAS, The District desires to have the Trustee execute and deliver a Series of Note Participations which evidence and represent interests of the owners thereof in the Note and the Notes issued by other Issuers in such Series;

WHEREAS, As additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or

other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

WHEREAS, In the event that a Credit Instrument is unavailable, the District has determined that it is desirable to authorize a portion of the premium or proceeds received from the sale of the Note to be deposited, along with the moneys received from the sale of Notes of other Issuers, into a reserve account to be held by the Trustee pursuant to the Trust Agreement and for the benefit of Owners of the Note Participations;

WHEREAS, The net proceeds of the Note may be invested by the District in Permitted Investments (as defined in the Trust Agreement) or in any other investment permitted by the laws of the State of California, as now in effect and as hereafter amended, modified or supplemented from time to time;

WHEREAS, The Program requires that each participating Issuer approve the Trust Agreement and the alternative Credit Instruments, if any, in substantially the forms presented to the Legislative Body, or, in the case of the Credit Instruments, if any, and if not presented, in a form which complies with such requirements and standards as may be determined by the Legislative Body, with the final form and type of Credit Instrument and corresponding Credit Agreement, if any, determined upon execution by the Authorized Representative of the Pricing Confirmation;

WHEREAS, Pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Trust Agreement);

WHEREAS, Pursuant to the Program, the Note and the Notes issued by other Issuers participating in the same Series (all as evidenced and represented by a Series of Note Participations) will be offered for public sale or private placement through negotiation with the Underwriter pursuant to the terms and provisions of a purchase agreement or comparable placement agent agreement, as applicable (collectively, the "Purchase Agreement");

WHEREAS, The District has determined that, in order to reduce interest costs, it may be desirable to enter into one or more interest rate swaps; and

WHEREAS, It is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

NOW, THEREFORE, This Legislative Body hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. This Legislative Body hereby finds and determines that all the above recitals are true and correct.

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2009 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one note is issued (collectively, the "Note"), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues attributable to the Repayment Fiscal Year, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California.

The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Anything in this Resolution to the contrary notwithstanding, the Pricing Confirmation may specify that a portion of the authorized Principal Amount of the Note shall be

issued as a separate series of taxable Note the interest on which is includable in the gross income of the holder thereof for federal income tax purposes (a "Taxable Note"). In such event, the Taxable Note shall be issued with an appropriate series designation and other terms reflecting such taxability of interest income, including without limitation, a taxable Note Rate and a taxable Default Rate; the terms of the Note, and other terms as appropriate, shall be deemed to include or refer to such Taxable Note; and the agreements, covenants and provisions set forth in this Resolution to be performed by or on behalf of the District shall be for the equal and proportionate benefit, security and protection of the holder of any Note without preference, priority or distinction as to security or otherwise of any Note over any other Note.

In the event the Board of Supervisors of the County fails or refuses to authorize the issuance of the Note within the time period specified in Section 53853 of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Note, in the District's name, in one series, pursuant to the terms stated in this Section 2 and this Resolution. The Note shall be issued in conjunction with the note or notes of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

Section 3. Form of Note. The Note shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, as attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures to be inserted or determined at or prior to the execution and delivery of the Note.

Section 4. Sale of Note; Delegation. The Note as evidenced and represented by the Note Participations shall be sold to the Underwriter or other purchaser pursuant to the terms and provisions of the Purchase Agreement. The form of the Purchase Agreement, including the form of the Pricing Confirmation set forth as an exhibit thereto (the "Pricing Confirmation"), presented to this meeting is hereby approved. The authorized representatives set forth in Section 23 hereof, or a designated deputy thereof (the "Authorized Representatives"), each alone, are hereby authorized and directed to execute and deliver the Purchase Agreement in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; *provided, however,* that the Note Rate shall not exceed 12% per annum, and that the District's *pro rata* share of Underwriter's discount on the Note, when added to the District's share of the costs of issuance of the Note Participations, shall not exceed 1.0% of the Principal Amount of the Note and the Principal Amount shall not exceed the Maximum Amount of Borrowing. Delivery of an executed copy of the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

Section 5. Program Approval. The Note shall be combined with notes of other Issuers into a Series as set forth in the Preliminary Official Statement, hereinafter mentioned, and shall be sold simultaneously with such other notes of that Series supported by the Credit Instrument (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Note Participations which shall evidence and represent proportionate, undivided interests in the Note in the proportion that the face amount of the Note bears to the total aggregate face amount of the Note and the notes issued by other Issuers which the Series of Note Participations represent. Such Note Participations may be delivered in book-entry form.

The forms of Trust Agreement and alternative general types and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and the Authorized Representatives, each alone, are hereby authorized and directed to execute and deliver the Trust Agreement and a Credit Agreement, if applicable, which shall be identified in the Pricing Confirmation, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to the Authorized Representative following the execution by such Authorized Representative of the Pricing Confirmation), with such changes therein as said Authorized Representative shall require or approve, such approval of this Legislative Body and such Authorized Representative to be conclusively evidenced by the execution thereby of the Trust Agreement and the Credit Agreement, if any. A description of this undertaking shall be set forth in the Preliminary Official Statement and will also be set forth in the Final Official Statement. The Authorized Representatives are hereby authorized and directed to comply with and carry out all of the provisions of the Trust Agreement with respect to continuing disclosure; *provided however*, that failure of the District to comply with the Continuing Disclosure Agreement, as defined in Article 11 of the Trust Agreement, shall not be considered an Event of Default hereunder. Any Credit Agreement identified in the Pricing Confirmation but not at this time before the Legislative Body shall include reasonable and customary terms and provisions relating to fees, increased costs of the Credit Provider payable by the District, negative and affirmation covenants of the District and events of default.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized and directed to cause to be mailed to prospective bidders the Preliminary Official Statement in connection with the offering and sale of the Note Participations.

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider, if any. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute Note Participations on behalf of the District pursuant to the terms and conditions set forth in the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and otherwise containing the provisions set forth in the form of the Note Participations contained in the Trust Agreement. When so executed, the Note Participations shall be delivered by the

Trustee to the purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

Subject to Section 8 hereof, the District hereby agrees that if the Note as evidenced and represented by the Series of Note Participations shall become a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to the Series of Note Participations, and therefore, if applicable, all or a portion of the District's Note, if any, has been reimbursed for any drawings, payments or claims made under or from the Credit Instrument with respect to the Note, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and, (ii) the holders of the Series of the Note Participations which evidence and represent the Note are paid the full principal amount represented by the unsecured portion of the Note plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the Series of Note Participations will be deemed to have received such principal amount upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, any fees or expenses of the Trustee and, to the extent permitted by law, if the District's Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under the Note), (i) arising out of an "Event of Default" hereunder (or pursuant to Section 7 hereof) or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the principal amount of its Note over the aggregate principal amounts of all notes, including the Note, of the Series of which the Note is a part, at the time of original issuance of such Series. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. No Joint Obligation; Owners' Rights. The Note shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with notes of other Issuers participating in the Program into a Series of taxable or tax-exempt Note Participations evidencing and representing an interest in several, and not joint, obligations of each Issuer. Except as provided in Section 7(C) herein, the obligation of the District to Owners is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution and the Note, as evidenced and represented by such Series of Note Participations.

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof, including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest

payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

(A) The moneys received from the sale of the Note allocable to the District's share of the costs of issuance (which shall include any issuance fees in connection with a Credit Instrument applicable to the Note, if any) shall be deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement and expended on costs of issuance as provided in the Trust Agreement.

(B) The moneys received from the sale of the Note (net of the District's share of the costs of issuance) shall be deposited in the District's Proceeds Subaccount within the Proceeds Fund hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to expend funds upon requisition from the Proceeds Subaccount as specified in the Trust Agreement. Amounts in the Proceeds Subaccount are hereby pledged to the payment of the Note.

The Trustee will not create subaccounts within the Proceeds Fund, but will keep records to account separately for proceeds of the Note Participations allocable to the District's Note on deposit in the Proceeds Fund which shall constitute the District's Proceeds Subaccount.

(C) The District hereby authorizes a portion of the premium or proceeds received from the sale of the Note (net of the District's share of the costs of issuance) to be deposited, together with moneys received from the sale of Notes of other Issuers, into a reserve fund (the "Reserve Fund"), which is hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement for the benefit of Owners of the Note Participations.

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received or held by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District attributable to the Repayment Fiscal Year and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein

provided which are received or held by the District and are attributable to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "2009 Tax and Revenue Anticipation Note Payment Account" (the "Payment Account") and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the "Payment Subaccount") shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District's Proceeds Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first amounts received in the months specified in the Pricing Confirmation as Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter attributable to Repayment Fiscal Year) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Repayment Months and percentages of the principal and interest due on the Note required to be on deposit in the Payment Account and/or the Payment Subaccount in each Repayment Month, all as specified in the Pricing Confirmation, by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Legislative Body and such Authorized Representative; provided, however, that the maximum number of Repayment Months shall be six and the maximum amount of Pledged Revenues required to be deposited in each Repayment Month shall not exceed fifty percent (50%) of the aggregate principal and interest due on the Note. In the event on the day in each such Repayment Month that a deposit to the Payment Account is required to be made, the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount of Pledged Revenues to be deposited in the Payment Account from said unrestricted revenues in said month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available.

Any moneys placed in the Payment Account or the Payment Subaccount shall be for the benefit of (i) the holder of the Note and the owner of the Note and (ii) (to the extent provided in the Trust Agreement) the Credit Provider, if any. The moneys in the Payment

Account and the Payment Subaccount shall be applied only for the purposes for which such Accounts are created until the principal of the Note and all interest thereon are paid or until provision has been made for the payment of the principal of the Note at maturity with interest to maturity (in accordance with the requirements for defeasance of the Note Participations as set forth in the Trust Agreement) and, if applicable, (to the extent provided in the Trust Agreement and, if applicable, the Credit Agreement) the payment of all Predefault Obligations and Reimbursement Obligations owing to the Credit Provider.

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

Moneys in the Proceeds Subaccount and in the Payment Subaccount shall be invested by the Trustee pursuant to the Trust Agreement as directed by the District in Permitted Investments as described in and under the terms of the Trust Agreement. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with respect to the Note, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount or the Payment Subaccount.

The District shall promptly file with the Trustee and the Credit Provider, if any, such financial reports at the times and in the forms required by the Trust Agreement. At the written request of the Credit Provider, if any, the District shall, within ten (10) Business Days following the receipt of such written request, file such report or reports to evidence the transfer to and deposit in the Payment Account required by this Section 8 and provide such additional financial information as may be required by the Credit Provider, if any.

In the event either (A) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all

subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the certificate of the District executed as of the date of issuance of the Note (the "District Certificate"), exceed fifteen million dollars (\$15,000,000), or (B) the Principal Amount of the Note, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during the calendar year in which the Note is issued, will, at the time of issuance of the Note (as indicated in the District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to the Note.

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of 1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

Section 9. Execution of Note; Registration and Transfer. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute the Note issued hereunder by manual or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign the Note by manual or facsimile signature and to affix the seal of the County to the Note either manually or by facsimile impression thereof. In the event the Board of Supervisors of the County fails or refuses to authorize issuance of the Note as referenced in Section 2 hereof, any one of the Authorized Representatives of the District or any other officer designated by the Legislative Body shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the Legislative Body of the District or any duly appointed assistant thereto shall be authorized to countersign the Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of the Note to be filled in as may be appropriate pursuant to the Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to accept delivery of the Note pursuant to the terms and conditions of the Purchase Agreement and Trust Agreement. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. The Note need not bear the seal of the District, if any.

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written

instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

Subject to Section 6 hereof, the County, the District and the Trustee and their respective successors may deem and treat the person in whose name the Note is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a written instrument of transfer duly executed in form approved by the Trustee.

The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the Note, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Note as hereinbefore provided.

If any Note shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of the County or the District, as applicable. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District applicable, and the Trustee in such preparation. Any Note issued under these provisions in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note so alleged to be lost, destroyed or stolen be at any

time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes secured by this Resolution.

Section 10. Representations and Covenants of the District.

The District makes the following representations for the benefit of the holder of the note, the owners of the Note Participations and the Credit Provider, if any.

(A) The District is duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and perform its obligations thereunder, (ii) enter into and perform its obligations under the Purchase Agreement, and (iii) issue the Note and perform its obligations thereunder.

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

(C) The issuance of the Note, the adoption of the Resolution and the execution and delivery of the Purchase Agreement, Trust Agreement and Credit Agreement, if any, and compliance with the provisions hereof and thereof will not conflict with or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities laws of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of the Note or the consummation by the District of the other transactions contemplated by this Resolution, except those the District shall obtain or perform prior to or upon the issuance of the Note.

(E) The District has (or will have prior to the issuance of the Note) duly, regularly and properly adopted a preliminary budget for the Repayment Fiscal Year setting forth expected revenues and expenditures and has complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it shall (i) duly, regularly and properly prepare and adopt its final budget for the Repayment Fiscal Year, (ii) provide to the Trustee, the Credit Provider, if any, the Underwriter, promptly upon adoption, copies of such final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable laws pertaining to its budget.

(F) The sum of the principal amount of the District's Note plus the interest payable thereon, on the date of its issuance, will not exceed fifty percent (50%) of the estimated amounts of the District's uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys to be received by the District for the general fund of the District attributable to the Repayment Fiscal Year all of which will be legally available to pay principal of and interest on the Note.

(G) The District (i) has not defaulted within the past twenty (20) years, and is not currently in default, on any debt obligation and (ii), to the best knowledge of the District, has never defaulted on any debt obligation.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider, if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and the Note. The District agrees to furnish to the Underwriter, the Authority, the Trustee and the Credit Provider, if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, the Note, the Purchase Agreement, the Trust Agreement, the Credit Agreement, if any, or this Resolution.

(J) Upon issuance of the Note and execution of the Purchase Contract, this Resolution, the Purchase Contract and the Note will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against local agencies, as applicable, in the State of California.

(K) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and the Note.

(L) The District shall not incur any indebtedness secured by a pledge of its Pledged Revenues unless such pledge is subordinate in all respects to the pledge of Pledged Revenues hereunder.

(M) So long as the Credit Provider, if any, is not in payment default under the Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the Credit Agreement, if any, and/or the Trust Agreement, as applicable. Prior to the Maturity Date, moneys in the District's Payment Account and/or Payment Subaccount shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it.

(N) So long as any Note Participations issued in connection with the Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Trust Agreement.

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2009-2010 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

Section 11. Tax Covenants. (A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on the Note under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of the Note or any other funds of the District which would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code. The District, with respect to the proceeds of the Note, will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2009-2010 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2009-2010 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this

Section 11, no one other than the holders or former holders of the Note or Note Participation Owners, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants.

(D) The covenants contained in this Section 11 shall survive the payment of the Note.

(E) The provisions of this Section 11 shall not apply to a Taxable Note.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Payment Account, or any other payment required to be paid hereunder, including payment of principal and interest on the Note, on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or the Credit Provider, if applicable, unless the Trustee and the Credit Provider shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including

without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

Whenever any Event of Default referred to in this Section 12 shall have happened and be continuing, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Without declaring the Note to be immediately due and payable, require the District to pay to the Trustee, as holder of the Note, an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(b) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, if the District's Note is secured in whole or in part by a Credit Instrument or if the Credit Provider is subrogated to rights under the District's Note, as long as the Credit Provider has not failed to comply with its payment obligations under the Credit Instrument, the Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and the Credit Provider's prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder.

If the Credit Provider is not reimbursed for any drawing, payment or claim, as applicable, used to pay principal of and interest on the Note due to a default in payment on the Note by the District, or if any principal of or interest on the Note remains unpaid after the Maturity Date, the Note shall be a Defaulted Note, the unpaid portion (including the interest component, if applicable) thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 13. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for the Note. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of the Note when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in such account at the time and in the amount specified herein to provide sufficient moneys to pay the principal of and interest on the Note on the day on which it matures. Payment of the Note shall be in accordance with the terms of the Note and this Resolution.

The District hereby agrees to maintain as paying agent, registrar and authenticating agent of the Note, the Trustee under the Trust Agreement.

Section 14. Approval of Actions. The aforementioned Authorized Representatives of the District are hereby authorized and directed to execute the Note and cause the Trustee to authenticate and accept delivery of the Note, pursuant to the terms and conditions of this Resolution and the Trust Agreement. All actions heretofore taken by the officers and agents of the District or this Legislative Body with respect to the sale and issuance of the Note and participation in the Program are hereby approved, confirmed and ratified and the Authorized Representatives and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note in accordance with, and related transactions contemplated by, this Resolution. The Authorized Representatives of the District referred to above in Section 4 hereof are hereby designated as "Authorized District Representatives" under the Trust Agreement.

In the event that the Note or a portion thereof is secured by a Credit Instrument, any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Credit Provider, with any and all information relating to the District as such Credit Provider may reasonably request.

Section 15. Proceedings Constitute Contract. The provisions of the Note and of this Resolution shall constitute a contract between the District and the registered owner of the Note and the Credit Provider, if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable. The Credit Provider, if any, is a third party beneficiary of the provisions of this Resolution and the Note.

Section 16. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 17. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions with the written consents of the Authority and the Credit Provider, if any, but without the necessity for consent of the owner of the Note for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes.

Any modifications or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note or of the Note Participations executed and delivered in connection with the Notes may be made by a Supplemental Resolution, with the written consents of the Authority and the Credit Provider, if any, and with the written consent of the owners of at least a majority in principal amount of the Note and of the Note Participations executed and delivered in connection with the Notes outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note or any or of the Note Participations executed and delivered in connection with the Notes remain outstanding, the consent of the owners of such Note or of the Note Participations executed and delivered in connection with the Notes shall not be required. No such modification or amendment shall permit a change in the maturity of the Note or a reduction of the principal amount thereof or an extension of the time of any payment thereon or a reduction of the rate of interest thereon, or a change in the date or amounts of the pledge set forth in this Resolution, without the consent of the owners of such Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, or shall reduce the percentage of the Note or the owners of all of the Note Participations executed and delivered in connection with the Notes, the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Notwithstanding any other provision herein, the provisions of this resolution as they relate to the terms of the Note Participations may be modified by the Purchase Agreement.

Section 18. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 19. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the secretary or clerk of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board

will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 20. Limited Liability and Indemnification. (a) Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Note Participations to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth herein and (b) the District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of a resolution by the County Board of Supervisors providing for the issuance and sale of the Notes, or related to the proceedings for sale, award, issuance and delivery of the Notes in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 21. Appointment of Professionals. The law firm of Stradling Yocca Carlson & Rauth is hereby appointed as Special Counsel for the Program. The District acknowledges that Special Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Special Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to District in this or some other matter. Given the special, limited role of Special Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

RBC Capital Markets Corporation, Los Angeles, California is hereby appointed as Underwriter for the Program. Other underwriters or placement agents, as applicable, may be engaged as provided in the Pricing Confirmation.

Section 22. Form 8038-G; Continuing Disclosure. (A) Any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of the Note and the related Series of Note Participations. To the extent permitted by law, the Authority, the Trustee, the Underwriter and Special Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of the Note and the related Series of Note Participations, as directed by an Authorized Officer of the District.

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal

Securities Rulemaking Board notice of any of the following events with respect to the District's outstanding Note, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Note Participations; (8) unscheduled draws on debt service reserves reflecting financing difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

(C) In the event of a failure of the District to comply with any provision of this section, any Owner or beneficial owner of the related Series of Note Participations may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. A default under this section shall not be deemed an Event of Default under Section 12 hereof, and the sole remedy under this section in the event of any failure of the District to comply with this section shall be an action to compel performance.

(D) For the purposes of this section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Note Participations of the Series which evidences and represents the Notes (including persons holding Note Participations through nominees, depositories or other intermediaries).

(E) The District's obligations under this section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Note Participations, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (B) of this section.

(F) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that

which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

(G) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this section, and any provision of this section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (B) of this section, it may only be made in connection with a change in circumstance that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Note and the related Note Participations, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Note and the related Note Participations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver either (i) is approved by the Owners or beneficial owners of the Note Participations of the Series which evidences and represents the Note in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners or beneficial owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the related Note Participations. In the event of any amendment or waiver of a provision of this section, notice of such change shall be given in the same manner as for an event listed under subsection (B) of this section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(H) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(I) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter and the Owners and beneficial owners from time to time of the Note Participations, and shall create no rights in any other person or entity.

Section 23. Resolution Parameters.

- (a) Name of District: Solano Community College District
- (b) Maximum Amount of Borrowing: \$5,000,000
- (c) Authorized Representatives:

TITLE

- (1) Superintendent/President
- (2) Director of Fiscal Services
- (3) Vice President, Student Services

Section 24. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 1st day of April 2009, by the following votes:

AYES:

NOES:

ABSENT:

By: _____

A. Marie Young
President, Governing Board

Attest:

Dr. Robert Jensen
Interim Secretary, Governing Board

EXHIBIT A

FORM OF NOTE

SOLANO COMMUNITY COLLEGE DISTRICT

2009 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^{*/}

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
<u>First Repayment Date</u>	<u>Second Repayment Date</u>	<u>Third Repayment Date</u>
___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity)	___% (Total of principal and interest due on Note at maturity) ^{**/}

REGISTERED OWNER:

PRINCIPAL AMOUNT:

FOR VALUE RECEIVED, the District designated above (the "District") acknowledges itself indebted to and promises to pay to the registered owner identified above, or registered assigns, on the maturity date set forth above, the principal sum specified above in lawful money of the United States of America, and to pay interest thereon on each Interest Payment Date, as defined in the Trust Agreement, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal to be paid upon surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest is payable as specified in the Trust Agreement. Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; *provided*,

^{*/} If more than one Series is issued under the Program in the Repayment Fiscal Year.

^{**/} Number of Repayment Dates and percentages to be determined in Pricing Confirmation (as defined in the Resolution).

however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay this Note when due or the Credit Provider (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the Credit Instrument (as defined in the Resolution) to pay all or a portion of this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the "Note") represents the authorized issue of the Note in the aggregate principal amount made, executed and given pursuant to and by authority of certain resolutions of the Legislative Body of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees.

The principal of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District for the general fund of the District and are attributable to the Repayment Fiscal Year, as defined in the Resolution, and which are available for payment thereof. As security for the payment of the principal of and interest on the Note, the District has pledged the first amounts of unrestricted revenues of the District received on the last day of the Repayment Months (as defined in the Resolution) identified in the Pricing Confirmation (as defined in the Resolution) (and any amounts received thereafter attributable to the Repayment Fiscal Year) until the amount on deposit in the Payment Account (as defined in the Resolution) in each such month, is equal to the corresponding percentages of principal of and interest due on the Note as set forth in the Pricing Confirmation (such pledged amounts being hereinafter called the "Pledged Revenues"), and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor as set forth in the Resolution. The full faith and credit of the District is not pledged to the payment of the principal or interest on this Note.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the

Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Legislative Body of the District has caused this Note to be executed by the manual or facsimile signature of a duly Authorized Representative of the District and countersigned by the manual or facsimile signature of the Secretary or Clerk of the Governing Board as of the date of authentication set forth below.

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____
A. Marie Young
President, Governing Board

Countersigned

By: _____
Dr. Robert Jensen
Interim Secretary, Governing Board

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is the Note mentioned in the within-mentioned Resolution authenticated on the following date:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

[STATEMENT OF INSURANCE]^{2/}

^{2/} To be used only if Credit Instrument is a policy of municipal bond insurance.

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

TO: Members of the Governing Board

**SUBJECT: PROPOSED AGREEMENT WITH tBP/ARCHITECTURE
TO UPDATE FINAL PROJECT PROPOSAL FOR
BUILDING 100**

REQUESTED ACTION: APPROVAL

SUMMARY:

Background: The Chancellor's Office recently sent communication to Districts requesting that it submit either a revised or new proposal or plans for the 2011-12 fiscal year. Additionally, each year the Chancellor's Office requests that any Final Project Proposals (FPP's) that have been submitted in prior years be resubmitted with updated cost data, enrollment information and any other portions of the proposal that changed over the past year.

The Board approved the FPP for Building 100 at its July 16, 2008 meeting, and the District obtained the services of tBP/Architecture to prepare the original FPP. Staff would like to retain the firm to make changes and updates to the document to keep it competitive and then resubmit it to the Chancellor's Office no later than July 1, 2009.

(CONTINUED ON NEXT PAGE)

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

Maintenance & Operations

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED AGREEMENT WITH tBP ARCHITECTURE
TO UPDATE FINAL PROJECT PROPOSAL FOR
BUILDING 1200

REQUESTED ACTION: APPROVAL

SUMMARY:

(CONTINUED FROM PREVIOUS PAGE)

The cost proposal from tBP/Architecture to perform the update is \$4,000. The cost is in the typical range for preparing updates to existing FPPs. Given the potential to obtain funding, from a long-term perspective, staff recommends moving forward with the update. As everyone is aware, the funding picture throughout California is rather grim and there is no guarantee that a new bond will be placed on the ballot in 2010. With that said, infrastructure and construction projects continue to be major contributors to economic growth, and the current downturn that the State is experiencing will hopefully reverse itself in the near future.

The District has applied to the Chancellor's Office for state capital outlay dollars in the amount of \$23.8 million.

Recommendation: Board approval is requested to authorize the Interim Superintendent/President to execute the agreement with tBP/Architecture to update and resubmit the existing FPP for the Building 100 project prior to July, 1, 2009. Funding for this scope of work is from Measure G because it is related to the overall development of the building and one of the identified bond projects. Attached is a copy of the State list of potential projects for the 2011-12 fiscal year, and the proposed agreement with tBP/Architecture.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISION TO THE 2008-09 DISTRICT BUDGET --
DECREASE IN GENERAL FUND BUDGET, RESOLUTION
NO. 08/09-31

REQUESTED ACTION: APPROVAL

SUMMARY:

At the Board's March 18, 2009 meeting, Susan Rinne, Interim Director of Fiscal Services, presented a revision to the District's 2008-09 General Fund Unrestricted Budget and provided further details on the budget deficit. Resolution No. 08/09-31 addresses the decrease in the fund balance of \$1,678,617 due to state reductions to the revenue and increased projected costs to the expenditures.

This item is returning for Board approval at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director of Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7000, ext. 4462

TELEPHONE NUMBER

Administrative and Business Services

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
DECREASE IN GENERAL FUND BUDGET**

RESOLUTION NO. 08/09-31

WHEREAS, The District is projecting a decrease in the following revenue accounts:

State Lottery Commission for prior year Lottery proceeds \$60,646; State Apportionment \$308,213 due to the elimination of the .68% COLA. And the District is projecting increases in the following expenditure accounts: electrical \$200,000; cost of issuing a Temporary Revenue Anticipation Note (TRAN's) \$10,000; Recovery costs \$390,000; Vacaville Assessment fees \$21,758, Ext. Audit fees \$15,000; California Medical Facility Clean-up project \$100,000; Additional banner implementation fees \$300,000; post Employment retiree benefits \$233,000; Accreditation cost of \$40,000, therefore be it

RESOLVED, That the General Fund revenue budget be decreased in the amount of \$368,859, and the General Fund expenditure budget be increased in the amount of \$1,309,758; for a net decrease to fund balance in the amount of \$1,678,617 as follows:

General Fund

Revenue	8100 Federal Income	\$	-
	8600 State Income		(368,859)
	8800 Local Income		-
	TOTAL REVENUE	\$	(368,859)
<hr/>			
Expenditure	1000 Academic Salaries	\$	-
	2000 Classified Salaries		233,000
	3000 Employee Benefits		-
	4000 Books, Supplies		40,000
	5000 Operating Expenses		936,758
	6000 Capital Outlay		100,000
	7000 Student Aid		-
	TOTAL EXPENDITURES	\$	1,309,758

PASSED AND ADOPTED this 1st day of April 2009, by the Solano Community College District Governing Board.

A. Marie Young, Board President

Dr. Robert Jensen, Interim Secretary

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: REVISION TO THE 2008-09 DISTRICT BUDGET –
TRANSFER BETWEEN MAJOR OBJECT CODES,
RESOLUTION NO. 08/09-32

REQUESTED ACTION: APPROVAL

SUMMARY:

At the Board's March 18, 2009 meeting, Susan Rinne, Interim Director of Fiscal Services, presented a revision to the District's 2008-09 General Fund Unrestricted Budget and provided further details on the budget deficit. Resolution No. 08/09-32 addresses the net transfer between major object expenditure codes.

This item is returning for Board approval at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director of Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7000, ext. 4462

TELEPHONE NUMBER

Administrative and Business Services

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RATIFICATION OF BUDGET APPROPRIATION
TRANSFERS BETWEEN MAJOR OBJECT CODES

RESOLUTION NO. 08/0-32

WHEREAS, Board Policy 3015 requires that a resolution providing for the approval of net transfers between major object of expenditure codes shall be presented to the Governing Board; therefore be it

RESOLVED, That the following transfers for the 2008/09 fiscal year are hereby authorized:

GENERAL FUND

1. General purpose (non-categorical) funds: The Vice President of Administrative and Business Services or designee is authorized to make requested transfers between major object of expenditure codes. Transfers so authorized and herein presented for Board ratification are as follows:

FROM	AMOUNT	TO	AMOUNT
1000 \$		1000 \$	9,398
2000	19,622	2000	
3000		3000	
4000	1,799	4000	
5000		5000	14,159
6000	2,136	6000	
7000		7000	
TOTAL \$	<u>23,557</u>	TOTAL \$	<u>23,557</u>

PASSED AND ADOPTED this 1st day of April 2009, by the Solano Community College District Governing Board.

A. Marie Young, Board President

Dr. Robert Jensen, Interim Secretary

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISION TO THE 2008-09 DISTRICT BUDGET –
INCREASE IN GENERAL FUND BUDGET, RESOLUTION
NO. 08/09-33

REQUESTED ACTION: APPROVAL

SUMMARY:

At the Board's March 18, 2009 meeting, Susan Rinne, Interim Director of Fiscal Services, presented a revision to the District's 2008-09 General Fund Unrestricted Budget and provided further details on the budget deficit. Resolution No. 08/09-33 addresses the net increase in revenue and expenditures.

This item is returning for Board approval at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director of Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7000, ext. 4462

TELEPHONE NUMBER

Administrative and Business Services

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

1 SOLANO COMMUNITY COLLEGE DISTRICT
2 GOVERNING BOARD

3 INCREASE IN GENERAL FUND BUDGET

4 RESOLUTION NO. 08/09-33

5 WHEREAS, The District has received an increase in local funding from
6 Risk Management Margin funds to cover the expense of purchasing the emergency
7 phone system for the District in the amount of \$44,000; and

8 WHEREAS, The District has received a New West Ed Grant in the amount
9 of \$1,080; and

10 THEREFORE, BE IT RESOLVED that the General Fund revenue
11 be increased in the amount of \$45,080, and the expenditure budget be increased
12 in the amount of \$45,080, for a net increase to fund balance in the amount of
13 \$0 as follows:

14 I. General Fund

15	Revenue	8100 Federal Income	\$	
16		8600 State Income		
17		8800 Local Income		45,080
18		TOTAL REVENUE	\$	<u>45,080</u>
19	Expenditures	1000 Academic Salaries	\$	
20		2000 Classified Salaries		
21		3000 Employee Benefits		
22		4000 Books, Supplies		250
23		5000 Operating Expenses		44,830
24		6000 Capital Outlay		
25		7000 Student Aid		
26		TOTAL EXPENDITURES	\$	<u>45,080</u>

27 PASSED AND ADOPTED this 1st day of April 2009, by the Solano
28 Community College District Governing Board.

A. Marie Young, Board President

Dr. Robert Jensen, Interim Secretary

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SUNGARD HIGHER EDUCATION, INC., WORK ORDER
REQUESTED ACTION: APPROVAL

SUMMARY:

Vice President Jay Field, Technology and Learning Resources, together with Dr. Don Mourton, will present to the Board for approval a work order to authorize the hiring and scheduling of SunGard consultants for the first phase of the Banner Recovery Project to help complete the implementation of the Banner Core Components:

- Finance – General Ledger; Grant/Payroll Feed
- HR/Payroll – Leave Processing; Self-Service; Fiscal Year End
- Student – 320 and Reporting; Faculty Load
- Data/Reporting – Operation Data Store/Reporting

The estimated start date for services rendered is April 2, 2009 through the estimated end date of September 16, 2009. Additional consulting work will be required with the content and scope dependent on the work completed in this work order.

Payment at a rate of \$180 per hour will be invoiced only for person-hours actually rendered during the applicable monthly period.

Approval of this work order between SunGard Higher Education, Inc., and Solano Community College District is requested at this time.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jay Field, Vice President
Technology and Learning Resources

PRESENTER'S NAME

4000 Suisun Valley Rd.
Fairfield, CA

ADDRESS

707-864-7250

TELEPHONE NUMBER

Technology and Learning Resources

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Licensee: Solano Community College District
Contract No. 101332
Date: February 26, 2009

WORK ORDER

This Work Order amends the Software License and Services Agreement entered into between SunGard Higher Education Inc. (formerly named "SunGard SCT Inc." and, prior thereto, "SCT Software & Resources Management Corp.") ("SunGard Higher Education") and Solano Community College District ("Licensee") dated, May 8, 2006.

The Effective Date of this Work Order shall be the date identified as such below. Each item defined in the Agreement shall have the meaning given to that term in the Agreement whenever used in this Work Order.

Statement of Work

Towards the completion of the tasks identified in this Work Order, SunGard Higher Education will provide Licensee with approximately **660** person-hours of effort to be applied toward the services described herein, provided that Licensee cooperates with SunGard Higher Education such that Licensee is able to utilize all such person-hours. The number of hours set forth above is an estimate only based on current information and expectations, and the actual number of hours provided may be greater or fewer in number. For the avoidance of doubt, this is not a "fixed fee" or "not to exceed" arrangement, but rather a time and materials engagement in which Licensee shall pay SunGard Higher Education a designated hourly fee for each person-hour of services actually rendered by SunGard Higher Education resources. SunGard Higher Education's provision of services will be tracked and reported to Licensee on a monthly basis for each person-hour of services provided. Subject to the above, SunGard Higher Education will engage in the activities described below:

- Banner Human Resources and Finance consulting and training

Certain Licensee Obligations

Without limitation, Licensee will provide:

- *Project leader* – Licensee will provide a primary contact that will work directly with the SunGard Higher Education manager to assist and coordinate activities related to this engagement, such as meetings, interviews, and acceptance of deliverables.
- *Access to appropriate staff* – Licensee will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of SunGard Higher Education's services.
- *Access to information* – Licensee will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. for information-gathering purposes in relation to the performance of SunGard Higher Education's services.
- *Access to institution environment* – Licensee will provide access to the administrative systems and information in relation to the performance of SunGard Higher Education's services.
- Licensee will cooperate with and assist SunGard Higher Education as necessary to enable SunGard Higher Education to render the services described herein.

Anticipated Schedule

The estimated start date for the services provided hereunder is **March 16, 2009** ("Planned Start Date") and the estimated end date for such services is **September 16, 2009** ("Planned End Date"). The designation of a Planned Start Date and a Planned End Date shall not be deemed to be a representation by SunGard Higher Education that particular services will begin or be completed on such dates, but are merely estimates provided for preliminary scheduling and planning purposes.

Professional Fees and Payment Schedule

SunGard Higher Education will invoice Licensee for services rendered at the rate of **\$180.00** per person-hour. Invoices will be submitted on a monthly basis in arrears. Licensee will be invoiced only for person-hours actually rendered during the applicable monthly period.

Thereafter, services will be provided on a time and materials basis at an hourly rate equal to SunGard Higher Education's then-current list price rate for the services at issue.

Travel and living expenses are not included in the fee. Reimbursable travel and living expenses incurred by SunGard Higher Education personnel in the performance of the services covered by this Work Order shall be invoiced monthly, as such expenses are rendered.

Once Licensee and SunGard Higher Education have scheduled a specific date during which SunGard Higher Education will provide services under this Work Order, Licensee will be obligated to pay SunGard Higher Education for such scheduled services, unless Licensee notifies SunGard Higher Education at least thirty (30) days prior to the date which SunGard Higher Education is scheduled to perform such services that Licensee would like to reschedule or cancel the provision of such services. Requests for any additional services beyond those set forth herein will be provided at SunGard Higher Education's then-current rates under separate amendment and/or Work Order (which expressly provides that it amends the Agreement), which must be approved in writing by both parties. Licensee shall pay each invoice by not later than thirty (30) days from the date of each invoice.

Invoices shall be paid by Licensee to SunGard Higher Education by not later than thirty (30) days from the date of invoice. Late fees will be calculated based on the formula otherwise provided for in the underlying Agreement.

Additional Terms and Conditions

Except as otherwise scheduled by mutual agreement of the parties, any services to be provided by SunGard Higher Education hereunder shall be subject to the then-current availability of appropriate SunGard Higher Education resources.

Time will be charged by SunGard Higher Education for all activities related to the Licensee, including preparation time, travel time, identification of follow-up tasks via a formal trip report, telephone consultation, and management follow-up.

Except as expressly modified by this Work Order, the Software License & Services Agreement shall remain in full force and effect and the services provided hereunder shall be subject to the terms and conditions thereof. As of the date of execution of this Work Order by both parties, the Agreement and this Work Order, as well as any previously executed Work Order and/or amendment, constitute the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. The parties expressly recognize this Work Order as an amendment to the Software License & Services Agreement.

Confirmed:

Effective Date: _____

(If not filled in, the Effective Date shall be the last date shown on the signature lines below)

Solano Community College District

SunGard Higher Education Inc.

By: _____

By: Jeffrey J. Pomponi

Title: _____

Title: Vice President – Client Operations

Date: _____

Date: _____

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

TO: Members of the Governing Board
SUBJECT: MATERIALS FEE FOR CERAMICS AND PRINTMAKING
REQUESTED ACTION: INFORMATION

SUMMARY:

The Art Department is requesting a \$20 per student materials fee be charged for Ceramics and Printmaking classes. The funds generated from the fees will be used to purchase materials students will use in class to create objects they will own. This fee would go into effect with the fall 2009 semester.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

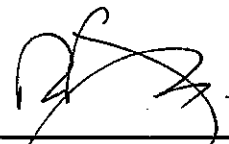
Leslie Rota, Dean
Fine & Applied Arts/Behavioral Sciences
PRESENTER'S NAME

4000 Suisun Valley Rd.
Fairfield, CA
ADDRESS

707-864-7000 ext. 4350
TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

March 20, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Instructional Materials Fee Report: Art Dept.

Course	Material for which fee is needed	Relation to Objectives	Continuing Value	Fee	Cost if Purchased elsewhere	Why from District?	District Only Source	If not, reason?
ART 23 Intro Ceramics/Hand- Building	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 24 Intermediate Ceramics: Hand Building	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 25 Ceramic Design and Decoration: Hand Building Methods	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 26: Introduction to Ceramics: Wheel Throwing Techniques	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.

ART 27: Intermediate Ceramics: Wheel Throwing Techniques	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 28: Ceramic Design: Wheel Throwing Techniques	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 29: Raku Pottery	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 31: Sculpture	Glazes, Plaster, Welding rods wood and wire	To finish ceramic items made by students, and provide art making materials that will produce item that student takes home.	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
ART 32: Sculpture- Human Figure	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.

ART :33 Intermediate Sculpture	Glazes, Plaster, Welding rods, wood and wire	To finish ceramic items made by students, and provide art making materials that will produce item that student takes home.	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
ART 34: Ceramic Sculpture	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 35: Wood-Fired Ceramics	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 37: Clay and Glazes for the Ceramic Artist	Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
ART 8: Design Principles in 3-Dimensions	Glazes, Plaster, Welding rod, wood and wire	To finish ceramic items made by students, and provide art making materials that will produce item that student takes home.	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.

Art 38: Introduction to Printmaking	Ink,paper, plates (linoleum, copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
Art 39: Etching and Engraving: Line Techniques	Ink,paper, plates (linoleum, copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
Art 40: Etching and Engraving: Tone	Ink,paper, plates (linoleum, copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
Art 41: Etching and Engraving: Color	Ink,paper, plates (linoleum, copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
Art 42: Printmaking:Silk screen	Ink,paper, plates (linoleum, copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.

Art 43: Printmaking Relief Printing, Including Woodcut	Ink, paper, plates (linoleum, copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
---	---	--	-----	------	-------------	---------------------	----	---

Proposal for the Adoption of a Materials Fee for Ceramics and Printmaking Classes at Solano College

Prepared by Kathy Kearns; Art Lab Technician and Instructor; ext.5315

March 5, 2009

Ceramic and Sculpture Classes:

We currently supply our 150+ students per semester with a large variety of glazes that they use to finish their assignments. (Students would continue to purchase their clay from the bookstore.) Most glazes are mixed by the lab tech (me) from formulas that we have developed and perfected over the years. The glazes contain dry minerals and clays that we buy from our supplier in lots of 1# to 500#'s, depending on the material. There is an economy of scale in buying larger quantities of some materials. Prices have gone up significantly in the last 2 years. With the materials we mix large quantities of several glazes that the students share. The glazed items are then fired in our kiln, and the finished surface is produced. Without this finished surface the assigned work of art is incomplete. Glaze is an example of a "transformed" material that can retain continuing value outside of the classroom setting, as described in the Education Code sections 81457 and 81458. For our sculpture classes we supply our students with brazing rods and metals that they use in their projects and take home. These materials are not easily attainable and not readily available in the smaller quantities that one student would buy.

Our Proposal:

We propose collecting at the time of enrollment a \$20 per student materials fee to be used to provide students with a finished glazed surface on their assigned works of art. The finished surface becomes tangible personal property that the student takes with them. The value of the finished item continues outside the classroom, because fired ceramic material has a longevity that is unsurpassed. This amount is less than the \$25 charged by other community colleges, namely Diablo Valley College and Santa Rosa Junior College. The \$20 we are proposing is a modest amount compared to what it would cost for the student to purchase commercially made glazes. Below is a cost breakdown of what commercial glaze would cost:

The minimum cost to students to purchase glazes from ceramic supplier would be :

1 pint	Transparent	1200	\$7.50
1 pint	Black	1209	\$10.00
1 pint	Blue	1229	\$11.00
1 pint	White	1210	\$8.50
1 pint	Green Lava	1265	\$10.50
1 pint	Dark Red	1270	\$20.50

Minimum Cost to Student

\$68.00

(Prices from our supplier ClayPeople's online catalog www.claypeople.net Spectrum Cone 9-10 Glazes page 41.)

The materials listed above represent a very minimal finishing palette, this example is actually inadequate and to use such would not only limit the students creative output, but also limit their potential for learning the entire ceramic process and curriculum. We, in fact, also supply our students with colored slips, underglazes, low-fire glazes, and a high-fire glaze palette of 10-15 different glazes. We are able to do this partly because we buy in bulk, but mostly because we mix and prepare our own glazes from the less expensive raw materials. Not only does this save the students a great deal of money but it has the added benefit of allowing us to incorporate glaze calculation into our curriculum.

An added benefit to supplying our students with their glazes is that it in many ways levels the playing field among the students. If it weren't for this system, the students with money would be able to afford much more in terms of materials than our less financially able students. Inevitably, those with less discretionary money would be at a disadvantage even in the ceramics studio.

Printmaking Classes:

The materials to be purchased with a \$20 material fee per student would include inks, plates, and paper. The type of plates include linoleum, copper, zinc, and polymer. All these items are easier and more economical to obtain in bulk and will give the student access to a broader range of color, paper, and experience with different forms of printmaking. The work done by the student in class becomes their own personal property to take home. This includes the plates that cannot be reused. CCA (California College of Art) budgets \$250 per student for materials each semester for their printmaking classes. We estimate costs for each student to purchase supplies would run about \$150 if they bought the following suggested materials:

Students typically use five printmaking plates in a semester. Typical plate cost:

One 9"x12" copper plate is \$17.00 (<http://www.takachpress.com/access/copper.htm>)

One Linoleum Plate is \$12

Cost of \$60 - \$85 per semester.

One can of etching ink costs at least \$13. The instructor prefers to have the students work in color which means they would be buying at least 5 cans.

(<http://www.danielsmith.com/subcat~cat~400201301402.asp>)

Cost of at least \$65 per semester.

A modest \$20 fee per student would supply each student with an adequate supply of materials needed to complete assignments, and would level the playing field for our economically disadvantaged students.

We propose collecting a \$20 per student materials fee for these ceramic, sculpture and printmaking classes:

Art 8: Design Principles in 3-Dimensions

Art 23- Intro to Ceramics:Hand Building
Art 24-Intermediate Ceramics: Hand Building
Art 25-Ceramic Design and Decoration: Hand Building Methods
Art 26-Intro to Ceramics:Wheel Throwing Techniques
Art27-Intermediate Ceramics: Wheel Throwing Techniques
Art 28-Ceramic Design: Wheel Throwing Techniques
Art 29-Raku Pottery
Art 31-Sculpture
Art 32-Sculpture-Human Figure
Art 33-Intermediate Sculpture
Art 34-Ceramic Sculpture
Art 35-Wood-Fired Ceramics
Art 37-Clay and Glazes for the Ceramic Artist
Art 38-Introduction to Printmaking
Art 39-Etching and Engraving: Line Techniques
Art 40-Etching and Engraving: Tone
Art 41-Etching and Engraving: Color
Art 42-Printmaking: Silkscreen
Art 43- Relief Printmaking

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD HOW DO WE RATE CHECKLIST
SUMMARY

REQUESTED ACTION: INFORMATION

SUMMARY:

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

The Accreditation Leadership Subcommittee will present for information the results of the first "How Do We Rate Checklist" summary for January, February, and March 2009. This checklist is used as a tool in evaluating the progress of the Solano Community College District Governing Board in identifying the institution's resolution of the Accreditation Team recommendations.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Dr. Robert Jensen
Interim Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Solano Community College District Governing Board
Board's Leadership: How Do We Rate Checklist SUMMARY – April 1, 2009

Name (Optional) SEVEN PARTICIPANTS

Date APRIL 1, 2009

Please check the applicable boxes in Sections A and B.

Section A: **Rated by:** Trustee CEO

Section B: Quarter/Date Rated

(October/November/December) _____ (April/May/June) _____
 (January/February/March) April 1, 2009 (July/August/September) _____

INSTRUCTIONS:

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

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

AREAS	QUESTIONS	ANSWERS	
1.	Have we created an environment in which the CEO has the power to lead the College?	Yes 7	No 0
2.	Have we delegated authority to the CEO to lead and administer?	Yes 7	No 0
3.	Are we keeping the CEO informed, adhering to the rule of "no surprises"?	Yes 7	No 0
4.	Are we honoring the CEO as the point of contact for the institution?	Yes 7	No 0
5.	Do we fully consider information and recommendations offered by the CEO?	Yes 6	No 1
6.	Are we supporting professional development for the CEO?	Yes 6	No 1
7.	Are we adhering to the standards of Board ethics?	Yes 6	No 1
8.	Are we ensuring that the CEO has the resources needed to do the job?	Yes 7	No 0
9.	Do we respect and support the CEO?	Yes 6	No 1
10.	Does the CEO always ask the Board to make major decisions with advance preparation?	Yes 4	No 3
11.	Do we alert the CEO and Board President about our concerns prior to going public with them?	Yes 7	No 0
12.	Do all Board members receive the same communications from the CEO?	Yes 6	No 1
13.	Do we make it a practice to share information and questions with other Board members and the CEO?	Yes 7	No 0
14.	Do we keep the CEO informed about our contacts in the community, discussions with legislators and other policymakers, calls from citizens or College staff, and any visits to the College as related to College business?	Yes 7	No 0

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

Section D: Please compute your score below.

A. Count "3" points for each "Yes" answer and "0" for each "No"
 Number of "Yes" answers ____ x 3 points = _____

TOTAL SCORE _____

See Section D.(C) Below

B. Summary

i. What score did you give the Board? _____

ii. What are our strong points this quarter? (List areas by the applicable number(s) in the first column): _____

One participant identified: All except 5, 9, and 17

One participant identified: 4, 17, 21, 28, and 31

One participant identified: All but #10

One participant commented: Learning more about duties and responsibilities.

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

One participant identified: 5, 9, and 17. Since 3/1/09 we have improved in these three areas with Dr. Robert Jensen as CEO.

One participant identified: 7 (one member)

One participant identified: 10

One participant commented: Board members respecting other Board members' point of view.

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

6 **Effective:** 90 or above

1

Good: 78 – 87

0 **Average:** 66 – 75

0

Below Average: Under 66

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

Seven participants commented: YES

One participant commented: Still continue training as we progress.

P:\Governing Board/Forms/AMY/Board's Leadership/How Do We Rate Checklist SUMMARY 4 1 09

AGENDA ITEM 10.(c)
MEETING DATE April 1, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: DISTRICT 2009-10 BUDGET DEVELOPMENT CALENDAR
REQUESTED ACTION: INFORMATION

SUMMARY:

Ms. Susan Rinne, Interim Director, Fiscal Services, will provide information to the Board on the District's proposed 2009-10 budget development calendar.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000, ext. 4462

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

March 20, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009
DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
BUDGET DEVELOPMENT CALENDAR**

FY 2009-10

The Fiscal Year 2009-10 budget calendar has been modified. In Fiscal Year 2010-11 it is the intent that the District will return to utilizing the traditional budget development calendar.

Preliminary Budget Phase

- | | |
|----------------|---|
| 01-15-09 | Governor Schwarzenegger releases 2009-10 budget proposal. |
| 01-23-09 | FY 2009-10 revenue and expenditure projections. Fulltime salaries and benefits projected for 2009-10. |
| 02-04-09 | Report of Governor's 2009-10 budget proposal to Financial and Budget Planning Advisory Council (FABPAC) |
| 02-01-09 | Position Budget Work Sheets, Budget Worksheets, Instructions and District Budget Assumptions distributed to Budget Managers. |
| 02-04-09 | FABPAC, regularly scheduled meeting: Plans and funding priorities from the Executive Council to FABPAC (incremental funding). |
| 02-17-09 | Budget Managers transmit position corrections/adjustments to Fiscal Services. |
| 02-17 to 20-09 | Vice Presidents review restricted and unrestricted funds with program budget managers and prepare preliminary budget projections. |
| 02-18-09 | FABPAC, regularly scheduled meeting: 2009-10 financial projections update & continued review of the Executive Council's priorities. |
| 02-27-09 | Vice Presidents forward preliminary budget worksheets to Fiscal Services. |
| 03-04-09 | FABPAC, regularly scheduled meeting: Review of Executive Council's proposals for accomplishing activities through other funding sources. FABPAC to prepare preliminary recommendations on the Executive Council's priorities. |
| 03-12-09 | Present Preliminary 2009-10 General Fund Budget to Executive Council. |
| 03-18-09 | Present Preliminary 2009-10 General Fund Budget to the Governing Board. |

Tentative Budget Phase

- | | |
|----------|---|
| 04-01-09 | FABPAC regularly scheduled meeting. Continue review of the Executive Council's priorities. (2 nd budget phase) |
|----------|---|

- 04-20-09 Tentative Budget sent to Vice Presidents for review with Budget Managers.
- 05-01-09 Budget Managers transmit ~~position~~ corrections/adjustments to Fiscal Services for data entry. (2nd submission)
- 05-08-09 Governor's May Revise released.
- 05-13-09 Vice Presidents transmit budget changes and corrections to Fiscal Services for Tentative Budget. (2nd submission)
- 05-15-09 Draft Tentative Budget prepared for submission to Governing Board.
- 05-19-09 Present 2009-10 Tentative Budget to the Executive Council
- 05-20-09 FABPAC, regularly scheduled meeting: Review of Tentative 2009-10 General Fund budget in light of May Revise. FABPAC prepares final recommendation on Executive Council's priorities
- 06-03-09 Board Meeting: 2009-10 Tentative Budget presented for information
- 06-17-09 Board Meeting: 2009-10 Tentative Budget adopted by Governing Board.**

Publication Budget Phase

- 07-02-09 Budget Managers transmit ~~position~~ corrections/adjustments to Fiscal Services. (final submission)
- 07-09-09 Final budget worksheets returned to Vice Presidents for review with Budget Managers.

Adoption Budget

- 07-17-09 Vice Presidents submit Final Budgets to Fiscal Services.
- 08-07-09 Present 2009-10 Adopted Budget to the Executive Council.
- TBA FABPAC, special meeting during Flex-Cal: Review of 2009-10 Public/Final Budget
- 09-02-09 Board Meeting: Public hearing and workshop on 2009-10 District Budgets.
- 09-02-09 Board Meeting: 2009-10 Adoption Budget adopted by Governing Board.**

Executive Council Review:
 FABPAC Review:
 FABPAC Approved:

**SOLANO COMMUNITY COLLEGE DISTRICT
BUDGET DEVELOPMENT CALENDAR**

FY 2009-10

The Fiscal Year 2009-10 budget calendar has been modified.
In Fiscal Year 2010-11 it is the intent that the District will return to utilizing the traditional budget development calendar.

Preliminary Budget Phase

Omitted for 2009-10

Tentative Budget Phase

- 04-01-09 FABPAC regularly scheduled meeting. Continue review of the Executive Council's priorities.
- 04-20-09 Tentative Budget sent to Vice Presidents for review with Budget Managers.
- 05-01-09 Budget Managers transmit position corrections/adjustments to Fiscal Services for data entry.
- 05-13-09 Vice Presidents transmit budget changes and corrections to Fiscal Services for Tentative Budget.
- 05-15-09 Draft Tentative Budget prepared for submission to Governing Board.
- 05-18-09 Chancellor's Office releases expectations of the 2009-10 State budget.
- 05-19-09 Present 2009-10 Tentative Budget to the Executive Council.
- 05-20-09 FABPAC, regularly scheduled meeting: Review of Tentative 2009-10 General Fund budget in light of May Revise. FABPAC prepares final recommendation on Executive Council's priorities.
- 06-03-09 Board Meeting: 2009-10 Tentative Budget presented for information
- 06-08-09 Governor's May Revise released.
- 06-17-09 **Board Meeting: 2009-10 Tentative Budget adopted by Governing Board.**

Publication Budget Phase

- 07-02-09 Budget Managers transmit position corrections/adjustments to Fiscal Services. (final submission)
- 07-09-09 Final budget worksheets returned to Vice Presidents for review with Budget Managers.

Adoption Budget

- 07-17-09 Vice Presidents submit Final Budgets to Fiscal Services.
- 08-07-09 Present 2009-10 Adopted Budget to the Executive Council.
- TBA FABPAC, special meeting during Flex-Cal: Review of 2009-10 Public/Final Budget
- 09-02-09 Board Meeting: Public hearing and workshop on 2009-10 District Budgets.
- 09-02-09 **Board Meeting: 2009-10 Adoption Budget adopted by Governing Board.**

Executive Council Review: 032409-032609
Governing Board Information: 040109
FABPAC Review:
FABPAC Approved:

SR:ja

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

TO: Members of the Governing Board
SUBJECT: BANNER RECOVERY PROJECT OVERVIEW
REQUESTED ACTION: INFORMATION

SUMMARY:

Vice President Jay Field, Technology and Learning Resources, together with Dr. Don Mourton, will present to the Board information on the Banner Recovery Project.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jay Field, Vice President
Technology and Learning Resources

PRESENTER'S NAME

4000 Suisun Valley Rd.
Fairfield, CA

ADDRESS

707-864-7250

TELEPHONE NUMBER

Technology and Learning Resources

ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Banner Recovery Plan

Purpose

- Implement new functionality, and review, revise and modify current processes in the Banner Administrative Systems (core products) and auxiliary enhancements to comply with California Community Colleges Banner "industry standards" and business process requirements of the College.

Process

- Develop measurable objectives based on the goals of the recovery plan;
- Define recovery objectives and needs, set timelines for recovery, define staffing requirements, and develop a consulting schedule.

Timeline

- Complete the recovery of all Banner Administrative Systems by end of December 2009;
- Have all auxiliary enhancements operational with a plan for completion by December 2009. Progress updates will be provided to the Board of Trustees every other month.

Organizational Structure and Resources

- Develop an operational team structure which defines team mission and responsibility for system and enhancement recovery. To implement this plan staff must be assigned to the project. Administrative leadership must be charged with the task and both be provided the necessary time to carry out the project;
- Develop a consultant schedule with vendors to train and assist with implementation. These consultants must be experienced with California Community Colleges Banner requirements.

Projected Costs

There are a number of considerations which need to be addressed in determining the cost for the recovery project. The current operations at Solano Community College within Banner are a mixture of duplicate processes, incomplete and incorrect implementation, and inaccurate data and reports that provide false and incorrect responses. The workflows and processes surrounding the use of the Banner system are not efficient and do not use "industries best practices." It is plausible to suggest that the accurate reporting of data will result in better planning and reporting which often reduces costs and increase revenue.

Currently, the costs are estimated at approximately \$500,000. These costs are spread over two budget years (08/09 & 09/10). Within this estimate are the following projected costs:

- Consulting \$300,000 (SunGard, SIG)
- Programming/ DBA Assistance (\$100,000)
- Installation (\$40,000)
- Project manager - halftime for nine months (\$60,000)

This cost estimate does not include the upgrade to 8.1 for the 2009-10 budget year.

ADDENDUM

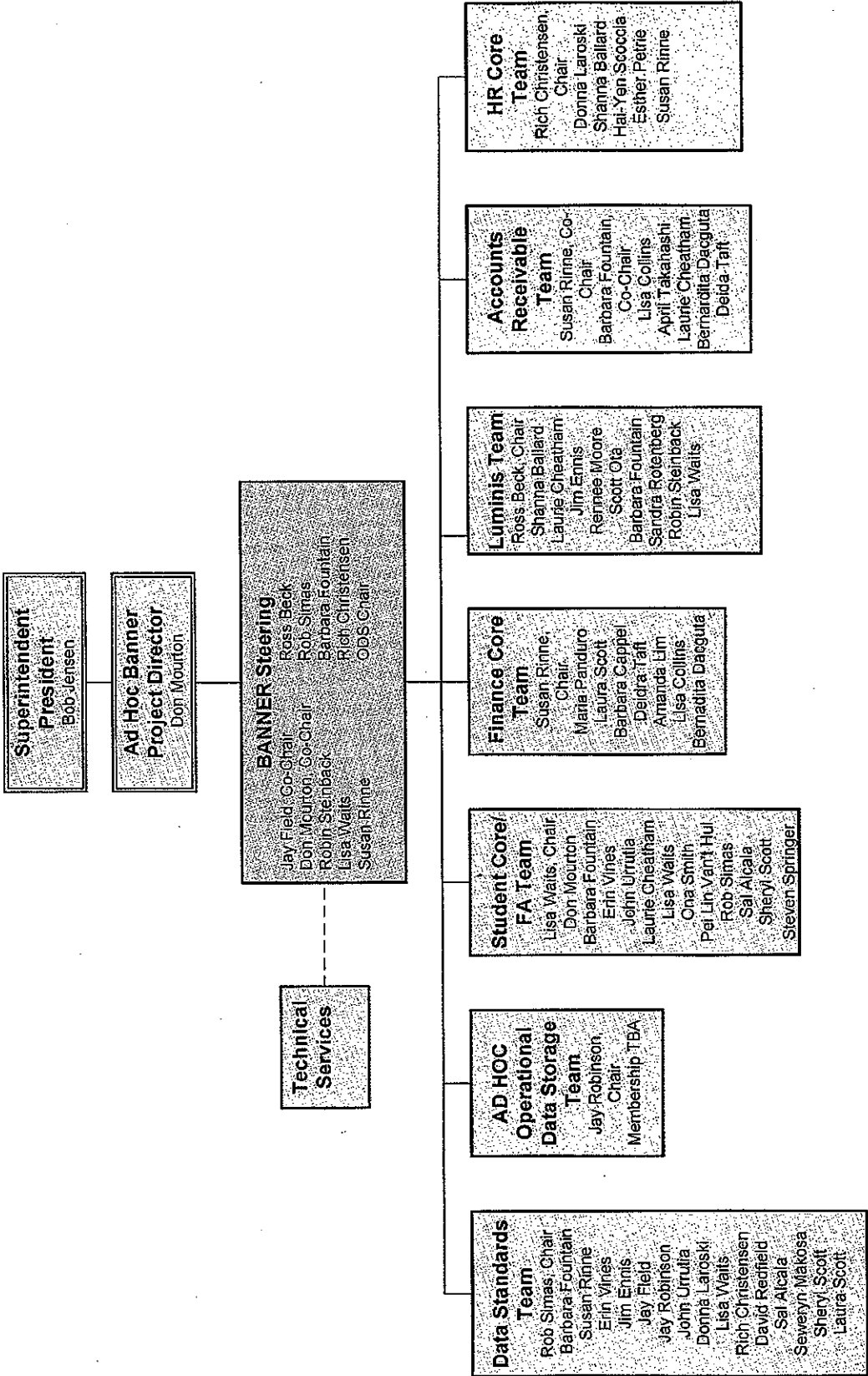
GOALS

The goals of this recovery project will provide a coordinated, integrated approach across the College System and provide for access to information which enables staff to make decisions based on current and accurate information. This system will also serve the needs of the students enrolled at the college by providing them with the information necessary to make the best educational, personal and career decisions for their life goals. As part of the implementation, the following benefits will be realized:

The system will:

- Identify and maintain the current critical functionality of each area;
- Identify process improvements that minimize the amount of paper forms and documents while retaining sufficient and authenticated levels of approval to satisfy requirements of audit and control;
- Identify possible productivity gains through simplified processes, workflow, on-line help and documentation;
- Improved data capture, such as smart cards and on-line entry, and other implementations of information technology;
- Emphasize improved services to students and faculty;
- Be student centered;
- Use Luminis technologies as the primary means of communicating;
- Emphasize the importance and value of information for decision making and management;
- Include readily accessible information through on-line reports and ad hoc queries as an integral component of the design of the system;
- Support the concept of "just in time" information so that decision-makers and staff can readily access the information needed to make decisions in a timely manner;
- Employ push technologies so that essential information is easily made available, as appropriate, to students, managers, and staff;
- Provide students with adequate information to allow them to make reasoned decisions and take a more active role in their education;
- Incorporate sufficient security to protect the rights of individuals from unreasonable or inappropriate access to personal information.

BANNER Recovery Organizational Structure



BANNER RECOVERY PERCENT COMPLETION

	CORE CURRENT Percent Complete 4/1/2009										CORE FUTURE Percent Complete 12/31/2009									
	10	20	30	40	50	60	70	80	90	100	10	20	30	40	50	60	70	80	90	100
Financial Systems/Processes						X														X
Human Resources				X																X
Student							X													X
IT							X													X
Utilities			X																	X
ODS			X																	X
Accounts Receivable						X														X
General							X													X

**Banner Recovery Plan
Training/Implementation**

Projected Date System Data	Administrative Systems CORE											
	March	April	May	June	July	August	September	October	November	December		
Banner Systems & Processes												
Finance												
Security Training												
General Ledger												
Grant/Payroll feed												
Payroll feed/Rule Approval												
Human Resources												
Assignment And Pay												
Time Entry/Retirement Reporting and Retro Pay	5/15/2009											
Position Control	3/18/2009											
Employee Tracking/Class & Compensation												
Leave Processing Review		4/27/2009										
Self Service Setup & Implementation												
Fiscal Year-End, Salary table and Budget Roll			5/25/2009									
EPAF				6/15/2009								
Salary Planner Training												
Pop Selection												
Student												
320 Reporting												
Gradebook												
Location Management												
Faculty Load												
Pop Selection												
FA												
BOGG												
Luminis												

*Updated as Required

**Banner Recovery Plan
Training/Implementation**

Administrative Systems CORE											
Projected Date	March	April	May	June	July	August	September	October	November	December	
Banner Systems & Processes											
G-mail											
Faculty course studio/group Channels											
Single Sign On											
Chat											
ODS											
HR											
Finance											
Student											
FA											
Accounts Receivable											
Billing											
Payment											
General											
Quickflow											
Population Selection											
INB											
MIS											
Security											
Letter Generation											

*Updated as Required

**Banner Recovery Plan
Training/Implementation**

Projected Date	Auxiliary Enhancements												
	March	April	May	June	July	August	September	October	November	December			
Banner Systems & Processes													
Xtender													
Evisions													
Workflow													
DegreeWorks													
Appworx													
R25													
Clean Address													
People Admin													
SARS													
Upgrades												8.1	

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

TO: Members of the Governing Board

**SUBJECT: SOLANO TRANSPORTATION AUTHORITY AND
THE NORTH CONNECTOR IMPROVEMENT
PROJECT MITIGATIONS**

REQUESTED ACTION: INFORMATION

SUMMARY:

Ms. Janet Adams, Deputy Executive Director of the Solano Transportation Authority, will give a presentation on the proposed North Connector Project to provide congestion relief and a local alternative to Interstate 80 for the Green Valley/Suisun Valley area in Solano County.

Ms. Adams will explain the planned mitigation measures and proposed parking improvements on District property near the softball field.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Dr. Robert Jensen
Interim Superintendent/President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

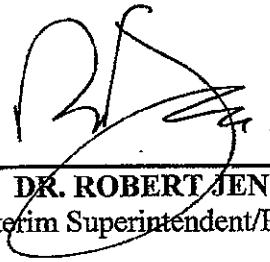
707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 20, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



DR. ROBERT JENSEN
Interim Superintendent/President

March 20, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Solano Transportation Authority I-80 Improvement Project Mitigations

Project Description

Solano Transportation Authority (STA) proposes to construct the North Connector Project to provide congestion relief and a local alternative to Interstate 80 (I-80) for the Green Valley/Suisun Valley area in Solano County. Proposed improvements would extend the four-lane roadway being constructed as part of the Fairfield Corporate Commons Project about 1.6-miles east across Suisun Creek to connect with Abernathy Road at the I-80/Abernathy Road Interchange. The roadway would be situated north of and run parallel to I-80. The Project includes a 10' multi-use paved path and a 13' green way along the north side of the roadway. The multi-use path would connect to the existing Fairfield Linear Park at Suisun Creek and Abernathy Road. STA plans to start construction of the Project in the summer of 2009.

In the same immediate location, STA proposes to construct two other projects which will improve congestion and circulation within the I-80 corridor. High Occupancy Vehicle (HOV) Lanes will be added in both the east and west bound directions of I-80 and the existing I-80 Cordelia Truck Scales along eastbound I-80 will be improved and relocated approximately ½ mile to the east of the existing facility. The new HOV Lanes will open to the public in the fall 2009 while the new Truck Scales will begin construction in 2011.

Suisun Creek

The proposed bridge construction and widening along the creek as a part of the Projects, will result in impacts to the riparian vegetation and the elderberry beetle and California red-legged frog habitat. The permanent and temporary impacts measure approximately 3.4 acres in total, requiring 4 acres of mitigation to be established along Suisun Creek.

Mitigation

These Projects are obligated to provide 4 acres of replacement habitat along Suisun Creek as mitigation. Biologists have performed surveys along the creek and have identified the optimal location for the 4 acre replacement planting to be adjacent to Suisun Creek within the land held by Solano Community College District. The new replacement planting within these 4 acres will be monitored by STA for a period of 10 years to ensure survival.

Solano Community College Benefits

The North Connector Project will provide an alternative route for local traffic, and will provide improved transportation access to the local community, including the Solano Community College. The new HOV Lanes and Truck Scales will improve mobility along I-80. Additionally, in consideration of the area required for the mitigation, STA proposes to construct a 22 stall parking area on the College campus along the west side of the campus perimeter road south of the softball field. In the same vicinity of the proposed parking area, STA will extend the 10' wide asphalt concrete path situated to the west of the existing parking stalls along the campus perimeter road by approximately 1039' from its northerly terminus.