

**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

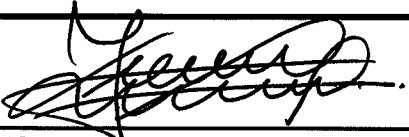
<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Corrine Kirkbride	Basic Skills Instructor, Math	6/1/09 – 6/30/09	\$ 60.19
Patricia Mitchell	Administrative Assistant III, Special Services/EOPS	6/22/09 – 6/30/09	\$ 25.80

EMPLOYMENT 2009-10

Short-term, Temporary & Substitute Assignments

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Trudy Largent, J.D.	Interim, Director of Human Resources	To be determined until position is filled	To be determined
Arthur Lopez, M.S.	Interim, Dean of Special Services (Dir. Financial Aid)	7/20/09 – until position is filled	\$ 8,468.62 month
To be announced	Interim Vice President, Administrative & Business Services	To be determined until position is filled	To be determined

Position Currently Vacant
 Director of Human Resources


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

July 16, 2009
Date Submitted

July 16, 2009
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****July 22, 2009****Page 2****Short-term, Temporary & Substitute Assignments** (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Tina Abbate	Substitute Student Services Assistant III, Banner Backfill	7/1/09 – 12/31/09	\$ 16.65
Jose Balajadia	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Justine Barnes	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Susan Beavers	Substitute Student Services Assistant III, Banner Backfill	7/1/09 – 12/31/09	\$ 15.91
Japhia Bera	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Arvid Dahl	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Eddie Del Pilar	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Jacqueline Del Pilar	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Donna Ellison	Substitute Courier Substitute Warehouse Operator	7/1/09 – 6/30/10 7/1/09 – 6/30/10	\$ 12.68 \$ 13.87
Antoineta Galang	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Joseph Glazier	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Laura Goldstein	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Bridggette Johnson	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
V. "Paul" Komchai	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Kelly Lawler	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Guillermo Laylay	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Liberty Majzoub	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Karen Meris	Substitute Student Services Assistant II, Financial Aid	7/1/09 – 12/31/09	\$ 15.91

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
July 22, 2009
Page 3

Short-term, Temporary & Substitute Assignments (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Patricia Mitchell	Administrative Assistant III, Special Services/EOPS	7/1/09 – 7/23/09	\$ 26.06
Lisa Morgan	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Ramona Nelson	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
William Nesler	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Patricia Pepin	Substitute Librarian	7/9/09 – 8/6/09	\$ 56.89
Tommy Phillips	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Carolyn Pleasant	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Antoinette Remlinger	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Ruth Rich	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Lori Rybarczyk	Substitute Student Services Assistant II, Financial Aid	7/1/09 – 6/30/10	\$ 15.91
Nai Saelee	Substitute Custodian	7/1/09 – 6/30/10	\$ 12.20
S. "Mike" Samano-Gomez	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Frankie San Nicolas	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Bette Shields	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Alicia Sutton	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Edelmira Twohig	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Michael Walter	Substitute Warehouse Operator	7/1/09 – 6/30/10	\$ 13.87
Tracy White	Substitute Custodian	7/1/09 – 6/30/10	\$ 13.26
Angie Yang	Substitute Student Services Assistant II, Financial Aid	7/1/09 – 6/30/10	\$ 15.91

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

July 22, 2009

Page 4

Short-term, Temporary & Substitute Assignments (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<u>Banner Backfill</u>			
Justine Barnes	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Japhia Bera	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Antoineta Galang	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Laura Goldstein	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Bridgette Johnson	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Kelly Lawler	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Liberty Majzoub	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Lisa Morgan	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Ramona Nelson	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Carolyn Pleasant	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Antoinette Remlinger	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Ruth Rich	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Bette Shields	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
Alicia Sutton	Registration Aide	7/1/09 – 6/30/10	\$ 10.00
<u>Name</u>			
<u>Assignment</u>			
<u>Dates</u>			
<u>Amount</u>			
Kaitlyn Van Der Wende	Assistant Volleyball Coach	8/1/09 – 5/31/10	\$ 4,500.00
Andrea Salvador	Assistant Women's Soccer Coach	8/1/09 – 5/31/10	\$ 4,500.00
Kate Shipp	Assistant Women's Basketball Coach	8/1/09 – 5/31/10	\$ 4,500.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****July 22, 2009****Page 5****Independent Contractors**

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
<u>Contract Education</u>			
<u>Deborah Mann, Responsible Manager</u>			
Diablo Water District	Identify instructor/trainer; develop curriculum, course materials, grade course exams, and deliver 32 hours of instruction; evaluate students.	8/3/09 – 10/20/09	\$ 2,114.88
<u>Small Business Development Center</u>			
<u>Charles Eason, Responsible Manager</u>			
Johnnie Barber, Jr.	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 960.00
Ronald Barrett, Sr.	Business counseling & technical assistance, Solano College Match Account	7/16/09 – 9/30/09	\$ 960.00
Carolyn Gamble	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 960.00
E. Floyd Hicks	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 2,880.00
Jerry Ann Jinnett	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 2,880.00
Teri Johnson	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 1,440.00
Konnectworld, Inc.	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 480.00
Jill Kuwamoto-Oyoung	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 480.00
Mark J. Lillis	Business counseling & technical assistance, Young Entrepreneurs Project Contract	7/16/09 – 9/30/09	\$ 1,440.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
July 22, 2009
Page 6

Independent Contractors (Continued)

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
<u>Small Business Development Center</u> <u>Charles Eason, Responsible Manager</u>			
Anni Minuzzo	Business counseling & technical assistance, Solano College Match Account	7/16/09 – 9/30/09	\$ 480.00
Charles Monahan	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 480.00
Tuan T. Nguyen	Business counseling & technical assistance, Solano College Match Account	7/16/09 – 9/30/09	\$ 960.00
Steve Schneider	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 960.00
Randall Shores	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 1,920.00
Sandy Stelter	NxLevelL business counseling & technical assistance, Solano College Match Account and Business counseling & technical assistance, Solano College Match Account	7/16/09 – 9/30/09 7/16/09 – 9/30/09	\$ 4,800.00 \$ 3,360.00
Diana Thomas	Business counseling & technical assistance, Solano College Match Account	7/16/09 – 9/30/09	\$ 960.00
Greg Weinerth	Business counseling & technical assistance, City of Fairfield Contract	7/16/09 – 9/30/09	\$ 1,440.00
Billy Wigley	Business counseling & technical assistance, Solano College Match Account	7/16/09 – 9/30/09	\$ 1,440.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

July 22, 2009

Page 7

Independent Contractors (Continued)

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
	<u>Student Services, Financial Aid</u> <u>Lisa Waits, Responsible Manager</u>		
Leadership Resource Solutions	Finders fee, Interim Dean Special Services (Dir. Financial Aid)	7/20/09 until position is filled	\$ 1,270.29/month
	<u>Superintendent/President</u> <u>Jowel Laguerre, Responsible Manager</u>		
Robert Jensen	Consultant to the Superintendent/ President Office	8/5/09 – 6/30/10	\$ 200.00 hour Not to exceed \$ 75,000.00

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Lucas Boucher	Assist students in the adapted weight training and aquatics classes.	Counseling/DSP
Jacob Bowen	Break down film, create cut ups and highlight films.	PE/Athletics
Isela Castro	Assist in Children's Programs	Fine & Applied Arts/Behavioral Science
Amanda delaCruz	Assist in Children's Programs	Fine & Applied Arts/Behavioral Science
Andre Faaeteete	Assist students in the adapted weight training and aquatics classes.	PE/Athletics
Lori Knight	Assist students in the adapted weight training and aquatics classes.	PE/Athletics
Basir Syed	Tutoring	Math/Science-MESA Center
Mandy Trillana	Assist students in the adapted weight training and aquatics classes.	PE/Athletics

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

06/08/09	Vendor Payment	11011802-11011875	\$ 25,116.17
06/11/09	Vendor Payment	11011876-11011881	\$588,746.24
06/11/09	Vendor Payment	11011882-11011941	\$ 80,221.64
06/16/09	Vendor Payment	11011943-11011992	\$157,938.28
06/16/09	Vendor Payment	11011993-11012000	\$773,779.94
06/18/09	Vendor Payment	11012001-11012100	\$210,499.50
06/18/09	Vendor Payment	11012101-11012104	\$ 18,974.48
06/18/09	Vendor Payment	11012105	\$ 13,681.41
06/18/09	Vendor Payment	11012106	\$ 96,526.00
06/22/09	Vendor Payment	11012107	\$318,360.85

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

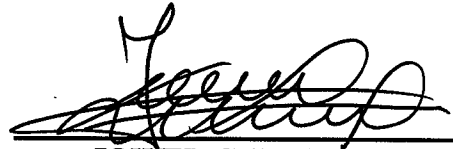
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 16, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 16, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

07/01/09	Vendor Payment	11012108-11012191	\$168,563.90
07/06/09	Vendor Payment	11012282-11012294	\$269,644.72
07/07/09	Vendor Payment	11012192-11012281	\$375,076.01
07/07/09	Vendor Payment	11012295-11012297	\$ 2,376.23
07/07/09	Vendor Payment	11012298-11012879	\$ 61,464.50

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

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

TO: Members of the Governing Board

SUBJECT: CONSTRUCTION CHANGE ORDER NO. 4 TO
ROEBBELEN CONTRACTING, INC., FOR THE
VACAVILLE CENTER

REQUESTED ACTION: APPROVE CHANGE ORDER (CONFIRMING)

SUMMARY:

Board approval is requested for Change Order No. 4 to Roebbelen Contracting, Inc's. base contract for the Vacaville Center - New Classroom Building. All work has been completed in a satisfactory manner. Revised contract amount is as follows:

Contract Award Amount	\$	14,059,000.00	
Prior Change Orders	\$	201,754.00	
Change Order No. 4	\$	29,663.00	
Total Change Orders	\$	231,417.00	1.65% of Contract Award Amount
Revised Contract Amount	\$	14,290,417.00	
Total Project Budget	\$	14,290,417.00	

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7176

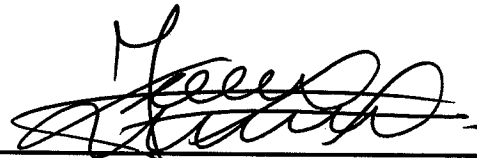
TELEPHONE NUMBER

Facilities

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

7/15/09 ROEBBELEN CONTRACTING, INC. - VACAVILLE CAMPUS

PCO	Description	Negotiated Amount	Reason	CO
6	The Contract Drawings were unclear in specifying floor-mounted water closets versus wall-mounted water closets. The Contractor included floor-mounted units in its bid. The Contractor was directed by the District to install wall-mounted water closets. Upon further research, the District decided to install floor-mounted water closets at the second floor locations.	\$ 17,099.00	Error/Omission	4
11	The Contractor was asked to pothole the existing AT&T ductbank, and provide a survey and as-built of the lines, to enable the Civil Engineer to re-design conflicting underground utilities including storm drain and sanitary sewer lines.	\$ 4,334.00	Owner Request	4
40	The Contractor was directed, via a Request for Information, to install two glu-lam beams at the collector connections along gridlines 8.5 and 11.5. The two glu-lam beams were not labeled on the Contract Drawings.	\$ 382.00	Error/Omission	4
42	The structural steel detailer detailed embed drawings as shown on the Contract Documents, however, some of the embeds did not work at specific locations. The Contractor made wooden templates for the Structural Engineer to review, and for the structural steel detailer to use to modify the affected details.	\$ 5,940.00	Error/Omission	4
43	The Contractor was directed, via Field Change Directive 003, to modify the spread footing below the column at gridlines 12 and Q, due to interference with the elevator pit. The modification required re-work by the Contractor, including re-installing elevator pit formwork and re-digging the spread footing.	\$ 1,908.00	Error/Omission	4
TOTAL		\$ 29,663.00		

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 1 TO ASBESTOS MANAGEMENT GROUP (AMG) OF CALIFORNIA, INC., BUILDING 100 ASBESTOS ABATEMENT CONTRACT

REQUESTED ACTION: APPROVE CHANGE ORDER (CONFIRMING)

SUMMARY:

Board approval is requested for Change Order No. 1 to Asbestos Management Group (AMG) of California, Inc.'s base contract for the Building 100, Asbestos Abatement Project.

Prior to the award of the Building 100 Interim Remodel contract, an asbestos survey and monitoring company performed an asbestos survey of the building and developed a scope of work for asbestos abatement. When AMG mobilized and began work, additional substantial asbestos materials were discovered. To minimize delays and for safety reasons, AMG was directed to perform the additional asbestos abatement.

Revised contract amount is as follows:

Contract Award Amount	\$	29,200.00	
Prior Change Orders	\$	0.00	
Change Order No. 1	\$	26,400.00	
Total Change Orders	\$	26,400.00	90.4% of Contract Award Amount
Revised Contract Amount	\$	55,600.00	
Total Project Budget	\$		

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7176

TELEPHONE NUMBER

Facilities

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

7/15/2009 ASBESTOS MANAGEMENT GROUP OF CALIFORNIA, INC. - BUILDING 100 ASBESTOS ABATEMENT

PCO	Description	Negotiated Amount	Reason	CO
1	Perform additional asbestos abatement of materials not identified in the original asbestos survey to ensure compliance with regulations.	\$ 26,400.00	Error/Omission	1
TOTAL \$		26,400.00		

AGENDA ITEM 7.(f)
MEETING DATE July 22, 2009

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

TO: Members of the Governing Board

SUBJECT: SUPPLEMENTAL ASBESTOS MONITORING BY MS ENVIRONMENTAL, BUILDING 100, ASBESTOS ABATEMENT PROJECT

REQUESTED ACTION: APPROVAL FOR SUPPLEMENTAL ASBESTOS ABATEMENT MONITORING (CONFIRMING)

SUMMARY:

Board approval is requested for the supplemental asbestos abatement monitoring on the Building 100, Asbestos Abatement Project.

Prior to beginning work on the Building 100 Interim Remodel project, an asbestos survey of the building was accomplished. However, when the general contractor mobilized and began to open up the walls and ceilings, additional substantial asbestos materials were discovered.

Because of availabilities and in order to maintain the very tight construction schedule, an additional asbestos monitoring company, MS Environmental, was contacted to monitor the follow-on asbestos abatement work. The cost for the supplemental monitoring work of the asbestos abatement in Building 100 is \$12,950.

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

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

David Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7176

TELEPHONE NUMBER

Facilities
ORGANIZATION

July 16, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 7.(g)
MEETING DATE July 22, 2009

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

TO: Members of the Governing Board

**SUBJECT: CONSTRUCTION CHANGE ORDER NO. 3
TO QUALITY SOUND, INC., MODERNIZATION
CONTRACT FOR BUILDING 1400 STUDENT UNION**

REQUESTED ACTION: APPROVE CHANGE ORDER (CONFIRMING)

SUMMARY:

Board approval is requested for Change Order No. 3 to Quality Sound, Inc's. base contract for Building 1400 Student Union. Revised contract amount is as follows:

Contract Award Amount	\$	55,950.00	
Prior Change Orders	\$	12,483.76	
Change Order No. 3	\$	348.43	
Total Change Orders	\$	12,834.19	2.29% of Contract Award Amount
Revised Contract Amount	\$	68,782.19	
Total Project Budget	\$	68,782.19	

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

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

David Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7176

TELEPHONE NUMBER

Facilities

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

7/15/2009 QUALITY SOUND, INC. - BUILDING 1400 - STUDENT UNION

PCO	Description	Negotiated Amount	Reason	CO
13	Additional attic heat detector and monitor module.	\$ 348.43	Agency	3
TOTAL \$		348.43		

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

TO: Members of the Governing Board
SUBJECT: FOUNDATION EXPERIENCE AGREEMENT
REQUESTED ACTION: APPROVAL

SUMMARY:

The Foundation Experience Agreement between Sutter Regional Medical Foundation, Fairfield, California, and Solano Community College was presented to the Board for information on June 17, 2009.

The Medical Front Office Clerk Program, a two-semester job-direct program offering basic skills required for employability in a medical office, was first offered in the Vallejo Center in spring 2008. Seventeen students completed the program in May 2009. Our relationship with the Workforce Investment Board has sent us a steady stream of students with books and tuition paid. This agreement with Sutter Regional Medical Foundation will provide six weeks, five days a week, on-site training to our completing students. This is the same training given to Sutter new-hires with the possibility of employment at the conclusion of the training. Students shall provide drug and background checks along with current TB tests. Solano College will provide a certificate of insurance for \$1,000,000 for each occurrence and \$3,000,000 aggregate for each professional liability insurance and comprehensive general liability insurance. Sutter Regional Medical Foundation will provide all training. This is hopefully the first of many such externships to be established for our students.

Approval is requested at this time.

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

Marylou Fracisco
Instructor, Business and Computer Science

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-4373

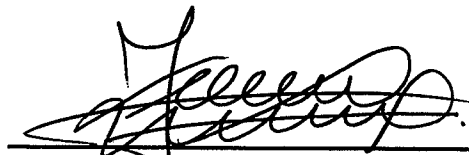
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: COMMUNITY SERVICES FALL 2009
INSTRUCTORS AND CLASSES

REQUESTED ACTION: APPROVAL

SUMMARY:

The proposed fall 2009 Community Services *Vistas* classes and instructors are attached. These are being presented to the Board for approval for the fall semester. A copy of the fall *Vistas* schedule will be provided under separate cover.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Leslie Rota, Dean, Fine & Applied
Arts/Behavioral Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7350

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 16, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 16, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

Introduction To VoiceOvers	A Langworthy, Voices for All
Natural A's	Adney, Curtis
What Were you Born To Do?	Adney, Curtis
A Taste of Chocolate	Auerbach, Loyd
True Tales of Ghosts and Hauntings	Auerbach, Loyd
A Taste of Chocolate	Auerbach, Loyd
Bartholomew Park Preserve Hike	Bold, Tom
Skyline Wilderness Hike	Bold, Tom
Bouverie Preserve Falls Outing	Bold, Tom
Glen Ellen Redwoods & Lake Trails	Bold, Tom
Napa-Bothe Regional Forest	Bold, Tom
Devil's Well	Bold, Tom
Beginning Blues Harmonica	Broida, Dave
Healthy Harmonica	Broida, Dave
About Boating Safety	Busse-Dohm, Kristine
Become A Notary Public in A Day	Christensen, Carrie
Loan Signing Agent	Christensen, Carrie
Get Started in the Film/Print Industry	Corsi, Gina
How to be Heard by (almost) Anyone	Duenow, Ellen
Making Change Work for You	Duenow, Ellen
Drawing as Meditation	Dvorak, Robert
Creative Watercolor Methods & Techniques	Dvorak, Robert
Become an Independent Home/Based Travel Agent	Harrison, Margaret

Estate Planning - Not Just for the Very Rich!	Huguet, Jr., Maury
Back & Neck Massage	Khamashta, Karen
\$Cash\$ in With a Successful Home Based Business	Krusemark, LeeAnne
Beginners Guide to Getting Published	Krusemark, LeeAnne
Make Money With a Typing/Word Processing Business	Krusemark, LeeAnne
Meet the Publisher - Get Your Manuscript Critiqued	Krusemark, LeeAnne
Seven Secrets to Financial Freedom	Krusemark, LeeAnne
Instant Piano for Hopelessly Busy People	Laughlin, Robert
Piano by Ear	Laughlin, Robert
Understanding Drug Problems and What You Can Do	Martin, Charlyne
Medicinal and Edible Herb Garden/Plant Your Own Personal Pharmacy	McBride, Kami
CPR & AED: Cardiopulmonary Resuscitation & Automated External Defibrillator	McKeown, Charlotte
CPR for Infants and Children (3686)	McKeown, Charlotte
California Wine Appreciation	Meggers, George
Accounts Payables/Receivables - Billing for \$\$	Mendieta, Belinda
Clutterology How to Eliminate Clutter in Your Life and Get Organized	Miller, Nancy
How To Create a 2nd Income with a Home Based Business	Miller, Nancy
How To Become A Mystery Shopper	Moran, Elaine

Make Your Money the Old Fashioned Way - Buy Fixer Uppers!	Racine, Warren
Short Real Estate Auction Sales	Racine, Warren
Foreclosures: The Good, Bad and Fantastic!	Racine, Warren
Reincarnation and Past Lives	Reiter, Gayla
Shakespeare in Ashland	Rosengren, Kathy
Build Your Own Website for \$5 a Month	Rounds, Mike
Computerized Medical Insurance Billing	Rowen, Terry
Medical Insurance Billing I	Rowen, Terry
How To Start Your Own Medical Insurance Billing Service From Your Home	Rowen, Terry
Medical Insurance Billing II	Rowen, Terry
ZUMBA Fitness	Sandin, Betty
Import Export Now!	Spiers, John
Wine and Food Pairing	Sutko, Cynthia
Wine and Food Pairing	Sutko, Cynthia
Presentation Skills	Tanner, Robert
Self Hypnosis in One Day	Teplitsky, Ilya
Mid-Life Career Change	Teplitsky, Ilya
Do you have What It Takes To Start Your Own Business?	Teplitsky, Ilya
Intermediate Guitar	Torr, Jeff
Basic Auto Body Repair and Fundamentals of Auto Spray Painting Techniques	Ulrich, Dan
How to Recognize Health Issues	Van Zino, Karen
Success, Chocolate or a Great Pair of Shoes... What's Not to Love?	Van Hatten, Wendy

Beyond the Blank Page...Your Blueprint for Writing	Van Hatten, Wendy
Product to Profit!	Waksman, Karen
Beginning (Introductory) Guitar	Warren, Cheryl
Make \$4K-\$8K in the Auto Wholesale Business	Williams, Wayne
First Time Homebuyers: What You Should Know	Withrow, Lewis
Mortgage Loans: What you Need to Know	Withrow, Lewis
First Time Homebuyers: What You Should Know	Withrow, Lewis
Mortgage Loans: What you Need to Know	Withrow, Lewis
Transform Debt into Wealth	Yee, SeeWing
Tax Secrets for Real Estate Wealth	Yee, SeeWing
Tax Strategies and Solutions for the Self-employed: Your Business, the #1 Tax Shelter in America	Yee, SeeWing
Ace the Interview	Yozamp, Julie
How Couples Communicate - or NOT!	Yozamp, Julie

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE – JONNIE HOGGAN

REQUESTED ACTION: APPROVAL

SUMMARY: (Must be typewritten)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Jonnie Hoggan	Financial Aid Analyst 24-1/2 years of service at SCC	August 3, 2009

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7102

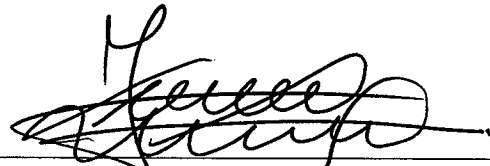
TELEPHONE NUMBER

Student Services

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGENDA ITEM 10.(a)
MEETING DATE July 22, 2009

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE G BOND 2007-08 FINANCIAL AUDIT REPORT
REQUESTED ACTION: BOARD ACCEPTANCE

SUMMARY:

The Measure G Bond 2007-08 financial audit report is being presented to the Board for acceptance at this time.

The report is provided under separate cover. A copy may be obtained from the Office of the Vice President of Administrative & Business Services.

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

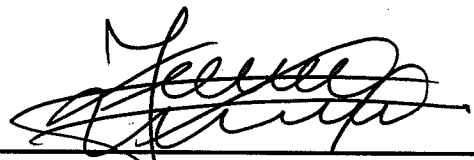
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

July 16, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 16, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AGREEMENT BETWEEN BAY AREA CLEAN WATER AGENCIES (BACWA) AND SOLANO COMMUNITY COLLEGE DISTRICT TO PROVIDE WATER AND WASTEWATER CREDIT CLASSES

REQUESTED ACTION: APPROVAL

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

The District will provide four (4), for-credit classes: WATER 105 - Wastewater Treatment, WATER 106 - Instrumentation and Control, WATER 120 - Distribution Systems Maintenance, and WATER 121 - Collection Systems Maintenance, for up to thirty (30) students per class to be selected by BACWA member organizations. Training will be held at Wastewater and Water facilities identified by BACWA. Training is scheduled to start in August 2009.

BACWA will compensate the District for all educational services, rendered at a flat rate of forty thousand five-hundred dollars (\$40,500). The fee includes program development, coordination, instruction, training materials (including textbooks), evaluation, and Certificates of Success.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Contract Education and Community Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7195

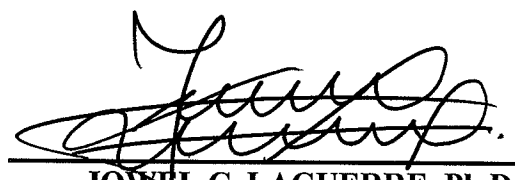
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 16, 2009

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT



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

July 16, 2009

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

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

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

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide the following credit classes: WATER 105 - Wastewater Treatment, WATER 106 - Instrumentation and Control, WATER 120 - Distribution Systems Maintenance, and WATER 121 - Collection Systems Maintenance, for up to thirty (30) employees per class, for BACWA member organizations.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites; to be determined. Classes will begin in August 2009; exact dates to be determined. All successful completers will receive Certificates of Completion. Additional training can be scheduled as needed with an addendum to this contract.
- C. BACWA will recruit, identify, and select all trainees who will participate in training.
- D. BACWA will compensate the District for all services rendered and expenses at a rate of forty thousand five hundred dollars (\$40,500), or thirteen thousand five hundred dollars (\$13,500) per three (3) unit class and (\$6,750) per two (2) unit class. The cost is inclusive of all instruction and teaching/training materials.
- E. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- F. This contract may be terminated by either party with notice of ten (10) business days.
- G. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- H. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage (including property damages), personal injury (including death), and liability of every kind, nature, and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by or acting as agent for the District, but not including sole negligence or willful misconduct of BACWA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold-harmless clause. This indemnification and hold-harmless clause shall apply to all damages and claims for damages of every kind suffered by reason of any of the District's operations under this Agreement regardless of whether

or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

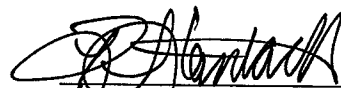
- I. BACWA agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability, and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

David W. Tucker
BACWA Chair
6114 LaSalle Avenue, No. 456
Oakland, CA

Date _____

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

Date _____



Robin L. Steinback, Ph.D.
Vice President of Academic Affairs
Solano Community College District
Fairfield, CA

Date 7/2/09

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN WESTERN CONTAINER CORPORATION AND SOLANO COMMUNITY COLLEGE DISTRICT TO PROVIDE COMPUTER SOFTWARE TRAINING FOR CONTRACT EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:

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

The District will provide twenty (20) hours of Introduction to Programmable Logic Control (PLC) training for two (2) employees. Training will be held at Western Container Corporation, from August 10-14, from 12:30-4:30 p.m.

Western Container Corporation will compensate the District for all educational services, rendered at a flat rate of \$3,400.00. The fee includes program development, coordination, instruction, training materials, evaluation, and Certificates of Completion.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Contract Education and Community Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

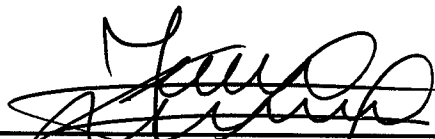
707 864-7195

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **WESTERN CONTAINER CORPORATION, 539 STONE ROAD, BENICIA, CA 94510**, hereinafter referred to as "Western Container."

WHEREAS, Western Container desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Introduction to PLC (Programmable Logic Control) Training for 2 employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend twenty (20) hours of training. Training will take place from August 10-14, from 12:30-4:30 P.M. Training will be delivered on-site at Western Container. Successful completers will receive Certificates of Completion. Additional training may be scheduled as needed with an addendum to this contract.
- C. Western Container will identify all employees who will participate in training.
- D. Western Container will compensate the District for all services rendered and expenses at a rate of three thousand four hundred dollars and no cents (\$3,400.00). The cost is inclusive for all instruction and teaching/training materials.
- E. Payments by Western Container Corporation to the District will be due upon receipt of invoice. An invoice will be generated on August 10, 2009.
- F. **IT IS MUTUALLY UNDERSTOOD** that Western Container and the District shall secure and maintain in full force and effect, during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Western Container and the District respectively.
- G. The District will indemnify and hold harmless, in any actions of law or equity, Western Container, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage (including property damages), personal injury (including death), and liability of every kind, nature, and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by or acting as agent for the District, but not including sole negligence or willful misconduct of Western Container. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of the services rendered pursuant to this Agreement as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold-harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

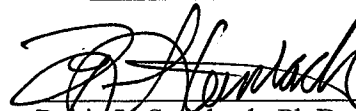
- H. Western Container agrees that it will not discriminate in the selection of any student to receive instruction pursuant to the Agreement because of sex, sexual preference, race, color, religious creed, national origin, marital status, veteran status, medical condition, age (over 40), pregnancy, disability,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

Paul Lovell
Production Manager
Western Container Incorporated
Benicia, CA

Date _____

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

Date _____



Robin L. Steinback, Ph.D.
Vice President of Academic Affairs
Solano Community College District
Fairfield, CA

Date 7/2/09

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: LOCAL AGREEMENT FOR 2009-2010 CHILD
DEVELOPMENT CONTRACT CSPP-9632

REQUESTED ACTION: APPROVAL

SUMMARY:

This agreement with the State of California, dated July 1, 2009, designated as number CSPP-9632, California State Preschool Program, Project Number 48-7055-00-9, shall be funded at a maximum reimbursable amount of \$426,330.00.

The contract is effective from July 1, 2009, through June 30, 2010, for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

A copy of the full agreement is available for public review at the Board meeting and in the Office of the Children's Programs Director.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

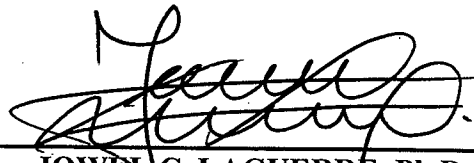
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F. Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: CSPP-9632

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

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

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

This contract is effective from July 01, 2009 through June 30, 2010. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$426,330.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 12,400.5

Minimum Days of Operation (MDO) Requirement 191

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laguerre, Ph.D. Superintendent-Pres			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 426,330 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 426,330	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Department of General Services use only		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-9632

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 67,975	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 67,975	ITEM 30.10.020.001 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6060 Rev-8530			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 166,553	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 166,553	ITEM 30.10.010. 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6055 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 82,571	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23424-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 82,571	ITEM 30.10.020.001 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6056 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 109,231	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23445-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 109,231	ITEM 30.10.010. 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6056 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College

authorizes entering into local agreement number/s CSPP-9632 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Jowel C. Laguerre, Ph.D.</u>	<u>Superintendent-President</u>	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2009/10, by the Governing Board of Solano Community College District of Solano County, California.

I, _____, Clerk of the Governing Board of Solano Community College District, of Solano County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)

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

TO: Members of the Governing Board
SUBJECT: LOCAL AGREEMENT FOR 2009-2010 CHILD
DEVELOPMENT CONTRACT CCTR-9436

REQUESTED ACTION: APPROVAL

SUMMARY:

This agreement with the State of California, dated July 1, 2009, designated as number CCTR-9346, General Child Care and Development Program, Project Number 48-7055-00-9, shall be funded at a maximum reimbursable amount of \$293,294.00.

The contract is effective from July 1, 2009, through June 30, 2010, for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

A copy of the full agreement is available for public review at the Board meeting and in the Office of the Children's Programs Director.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

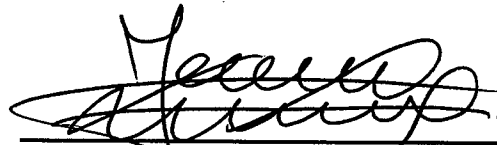
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09 - 10

DATE: July 01, 2009

CONTRACT NUMBER: CCTR-9346

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

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

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

This contract is effective from July 01, 2009 through June 30, 2010. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$293,294.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 8,531.0

Minimum Days of Operation (MDO) Requirement 191

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laguerre, Ph.D. Superintendent-President			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534 <i>AS</i>			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 293,294 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 293,294	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Department of General Services use only		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-9346

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 131,410	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 131,410	ITEM 30.10.020.001 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 161,884	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 161,884	ITEM 30.10.020.001 6110-196-0001	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6060 Rev-8530			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

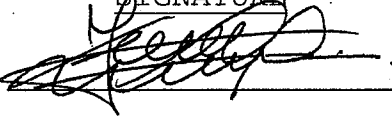
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College

authorizes entering into local agreement number/s WTR-9346 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
<u>Jowel C. Laguerre, Ph.D.</u>	<u>Superintendent-President</u>	
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2009/10, by the Governing Board of Solano Community College District of Solano County, California.

I, _____, Clerk of the Governing Board of Solano Community College District, of Solano County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)

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

TO: Members of the Governing Board

**SUBJECT: SEVENTH ADDENDUM TO MASTER SERVICES AND
LICENSE AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE AND eCOLLEGE.COM**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the Seventh Addendum to Master Services and License Agreement between Solano Community College and eCollege.com at a fixed cost of \$404,000. This provides unlimited use of eCollege, as well as the following new features: Enterprise Reporting and Learning Outcome Manager.

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

Jay Field, Vice President
Technology and Learning Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7250

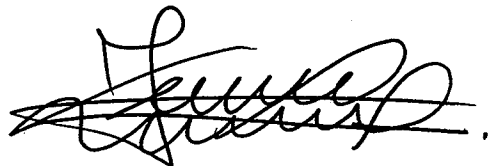
TELEPHONE NUMBER

Technology and Learning Resources

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**Seventh Addendum to Master Services and License Agreement
between Solano Community College and eCollege.com**

This Addendum ("**Addendum**") to the Master Services and License Agreement between Solano Community College ("**Customer**") and eCollege.com ("**eCollege**") for the delivery of online courses, dated July 1, 2002 (the "**Agreement**"), is entered into as of the 1st day of July, 2009. Capitalized terms not defined herein shall have the meanings set forth in the Agreement. No terms or conditions of the Agreement, other than the amended terms set forth in this Addendum, are changed by this Addendum. Terms not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, the Customer and eCollege previously entered into the Agreement;

WHEREAS, the parties wish to amend the Agreement as more specifically set forth below.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

- 1) **Extension.** eCollege and Customer hereby agree to extend the Initial Term of the Agreement to June 30, 2012, with the time periods July 1, 2009 - June 30, 2010, July 1, 2010 - June 30, 2011 and July 1, 2011 - June 30, 2012 each being a Contract Year.
- 2) **Exhibits.** Effective as July 1, 2009, the Attached exhibits hereby supersede in their entirety the existing exhibits to the Agreement (including those added through the Sixth Addendum to the Agreement), as well as all other pricing and product information contained in any addenda to the Agreement entered into prior to this Addendum. For purposes of clarification, the "Additional Terms and Conditions" added in the Third and Sixth Addendums are not superseded by this Addendum.

The persons executing this Addendum for and on behalf of the parties hereto represent that they are fully authorized to do so for and on behalf of their respective principals.

eCollege.com

Solano Community College

By: _____

By: _____

Matt Leavy, President

Name: _____

Title: _____

**Exhibit Number 1 for Solano Community College
eCollege Products and Services**

This exhibit describes the Products and Services that Customer shall receive access to through the eCollege System. The specific features and functionality reflected in the Products and Services are subject to change and discontinuation by eCollege in its sole discretion.

- 1) **Gateway.** A website housed and hosted on eCollege servers which serves as an entry point for students to access Customer's services and online courses (the "**Gateway**"). Customer's Gateway may include the features set forth below, as requested by Customer.

Standard Gateway Features:

- Customizable Look and Feel – customized colors, logo and font for Customer's branding
- Welcome Page
- Login with Password Finder
- eLearning Student Self-Assessment – to assess interest in online courses
- Templated Student Inquiry Form with Auto-Reply Message
- Personalized Course Access Page
- Course and User Management Tools for Administrators
- Administrative Message Center
- Online Help Pages
- Detailed Campus, Course and Student Level Administrative Reporting
- Hierarchical organization of courses and users for reporting and administrative purposes. Custom structures are available for an additional fee
- Customizable copyright statement
- User Enrollment Tools including an automated API
- Term Management Tools
- Campus Content Authoring Tools
- My Profile - Allows user to update his or her system password, email address, and other personal information listed in the campus directory.
- Program Admin Tools

- 2) **Registration and Add/Drop.** At Customer's option, for an additional fee, eCollege will include an online templated Registration and Add/Drop process on Customer's Gateway.

3) **Courseware**

- a) **Online Course Types.** The following course types may be available for Customer's use, as reflected in Exhibit.

"**Courseware**" shall mean the various online course delivery options available through the eCollege System. Examples include eCourse Credit Online Courses, eCompanion Online Courses, Hybrid Online Courses and eCourse Non-Credit Online Courses.

"**eCourse Credit Online Course**" shall mean Courseware delivered through the eCollege System in which students typically receive academic credit. eCompanion Online Courses, eCourse Non-Credit Online Courses and Hybrid Online Courses are specifically excluded from the definition of eCourse Credit Online Courses.

"**eCompanion Online Course**" shall mean Courseware supplementing an on-campus course, where the course is delivered on campus through a lecture or seminar format and is supplemented by online components delivered through the eCollege System. For all eCompanion Online Courses, Customer shall enroll (or deliver to eCollege enrollment files in an acceptable format) and pay for each and every student enrolled in the on-campus course in a given Online Course Period. A course will only be deemed an eCompanion Online Course if it is strictly supplemental to the on-campus course and does not replace any in-class time for students or faculty.

"Hybrid Online Course" shall mean Courseware supplementing an on-campus course, where the course is delivered at least 50% on campus through a lecture or seminar format and is supplemented by online components delivered through the eCollege System, and where the student receives academic credit. A course will only be deemed a Hybrid Online Course if it does not replace more than 50% of the in-class time for students or faculty.

"eCourse Non-Credit Online Course" shall mean Courseware that is delivered through the eCollege System for training, professional development or continuing education units, and where the student does not receive academic credit.

b) **Storage Space.** Storage space allocated for usage of Courseware and other applicable eCollege products and services is provided in accordance with eCollege's then-current storage policies.

c) **Courseware Features.** Courseware may include the features set forth below.

- Homepage
- Syllabus Builder
- Announcements
- What's New
- Course Checklist
- Style Manager
- File Manager
- Group Management
- Gradebook
- Threaded Discussions
- Email
- Document Sharing
- Dropbox
- Journal
- Weblibliography^(SM)
- Visual Editor (WYSIWYG editor)
- MS Upload Tools
- Exam Builder

d) **eCourseEvaluation.** eCourseEvaluation is an Internet-based product that allows Customer to gather course evaluation and survey feedback across courses, programs or an entire institution. eCourseEvaluation also provides a distribution mechanism for the results of these processes to faculty and administrators. Note: The eCourseEvaluation product may be used with eCourse Credit Online Courses, eCourse Non-Credit Online Courses, Hybrid Online courses, eCompanion Online Courses and/or face-to-face courses for surveying and course evaluation only if separately purchased or if expressly included in the base Technology Service Fees for such Courseware.

4) **Additional Product and Service Definitions.** The following products and services are available for Customer's use, under the terms set forth in Exhibit 2. No other products or services are included in the Agreement, except as otherwise expressly set forth in these exhibits.

Enterprise Reporting: eCollege's flexible data analysis product that provides access to select data assets, enabling data monitoring, predictive models and multi-dimensional analysis. Access and use rights and restrictions for the Enterprise Reporting product are determined by the specific user types licensed hereunder to Customer for its authorized users.

Learning Outcome Manager: eCollege's product that provides a system for reporting student performance relative to established learning outcomes and enables an evidence-based approach to measuring student achievement.

ExamGuard: eCollege's secure exam delivery functionality designed to lock down the operating system on a user's laptop or desktop computer, allowing access only to the online exam. Use of the ExamGuard product may be subject to certain technical limitations that may inhibit its use with all end-user computer configurations.

5) **Training.** Except as specifically otherwise provided for herein, training on the Products and Services is not included and must be ordered separately, through eCollege's standard Statement of Work processes for such services.

**Exhibit Number 2 for Solano Community College
Product and Services Fees**

- 1) **Fees.** In consideration of eCollege providing the Products and Services to Customer, Customer shall pay eCollege the fees set forth in this Exhibit.
- a) **Gateway Fees.** Customer agrees to pay eCollege a fee of \$4,000 per Contract Year for licensing, hosting and maintenance of the Gateway, due and payable in advance of each Contract Year. This includes up to 10 hours of yearly Gateway maintenance. These hours may be used for tasks requested by Customer to update the existing campus pages not accessible under Campus Author and update content that cannot be loaded under Campus Author (graphics, etc.), and is restricted to work completed by eCollege's Campus Development team. Note that this does not include (i) any changes Customer's Client Services Consultant can make on Customer's online campus such as setting up and modifying term information, editing course catalog information and modifying recipients of the various emails, or (ii) major changes and updates to Customer's online campus, for example an art design overhaul, new fields added to registration (and therefore the registration emails and flat files) or new pages added to the public side campus.
 - b) **Annual License Fees.** Customer hereby agrees to pay to eCollege a license fee of \$400,000 for the July 1, 2009 - June 30, 2010 Contract Year, \$420,000 for the July 1, 2010 - June 30, 2011 Contract Year and \$441,000 for the July 1, 2011 - June 30, 2012 Contract Year, for use of the eCollege System and the Products and Services by its authorized users. This license includes unlimited enrollments into Customer's eCourse Credit Online Courses, eCourse Non-Credit Online Courses, Hybrid Online Courses and eCompanion Online Courses by its authorized users during the term of the Agreement, as well as Tier 1 Technical Support (with the exception of Tier 2 Technical Support for eCompanion Online Courses).
 - c) **License Limitation.** Student use of the Products and Services and the eCollege System is limited to those students enrolled in Solano Community College.
 - d) **Third Party Services.** Additional fees, in excess of the Fees set forth above or in addenda to the Agreement, may apply to the use of Third Party Services or additional eCollege Products and Services.
- 2) **Technical Support.** eCollege will provide telephone and online technical support associated with the use of the eCollege System in accordance with the following.
- a) **Tier 1 - Technical Support.** eCollege will provide telephone and online support (via chat and email) to Customer's faculty, students and staff who need technical assistance associated with their use of the eCollege System. This support will be provided on a 24 hours a day, 7 days a week basis.
 - b) **Tier 2 - Technical Support.** eCollege will provide telephone and online support (via chat and email) to two designated Customer Help Desk Representatives, solely on system accessibility and software technology issues associated with use of the eCollege System. The Customer Help Desk Representatives will be responsible for responding to Customer faculty, students and staff who need technical support. This support will be provided on a 24 hours a day, 7 days a week basis. Customer will notify eCollege in writing of any change in Customer's Help Desk Representatives.
 - c) **Technical Support Limits.** Technical Support does not include support related to the use of Customer's or other third parties' technology, technical issues associated with outside ISPs, networks or third-party software or issues related to user inexperience with systems and settings other than the eCollege System.
- 3) **Services Credit.** eCollege hereby issues Customer a services credit of \$30,000 for the remaining term of the Agreement (the "Services Credit"). The Services Credit may be used to offset technical consulting, academic services and product implementation fees (the Services Credit may not be applied to any Technology Services Fees, product use or license fees or any Gateway fees). Any portion of the Services Credit not used by June 30, 2012 shall be automatically forfeited on that date. The Services Credit may be used, in whole or in part, for services activities pursuant to formal Statements of Work. eCollege retains final discretion in determining what fees the Services Credit can be used to offset. For purposes of clarification, any unused Services Credit granted to Customer under the Sixth Addendum to the Agreement is hereby forfeited in its entirety upon signature of the Seventh Addendum.

- 4) **ExamGuard License.** eCollege hereby grants Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use eCollege's ExamGuard product during the term of the Agreement.
- 5) **Learning Outcome Manager Implementation.** eCollege will provide up to 75 hours of training and implementation services for Learning Outcome Manager at no charge, as more fully described in a separate Statement of Work between Customer and eCollege. Customer hereby commits to schedule the implementation of Learning Outcome Manager under such Statement of Work as soon as possible following the effective date of the Seventh Addendum, however, Customer understands and acknowledges that the exact date and timing of implementation activities will depend upon the scheduling and availability of applicable eCollege personnel and other resources. All training and implementation hours over those allocated above must be pre-approved by Customer and will be invoiced separately by eCollege. Any pre-approved travel and expenses incurred by eCollege in association with training and implementation activities must be reimbursed by Customer upon invoicing from eCollege.
- 6) **Learning Outcome Manager License.** eCollege hereby grants Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use eCollege's Learning Outcome Manager product during the term of the Agreement, beginning from the date the implementation activities for Learning Outcome Manager are determined by eCollege, in its reasonable discretion, to be complete.
- 7) **Enterprise Reporting Implementation.** eCollege will provide up to 75 hours of training and implementation services for Enterprise Reporting at no charge, as more fully described in a separate Statement of Work between Customer and eCollege. Customer hereby commits to schedule the implementation of Enterprise Reporting under such Statement of Work as soon as possible following the effective date of the Seventh Addendum, however, Customer understands and acknowledges that the exact date and timing of implementation activities will depend upon the scheduling and availability of applicable eCollege personnel and other resources. All training and implementation hours over those allocated above must be pre-approved by Customer and will be invoiced separately by eCollege. Any pre-approved travel and expenses incurred by eCollege in association with training and implementation activities must be reimbursed by Customer upon invoicing from eCollege.
- 8) **Enterprise Reporting License.** eCollege hereby grants a non-exclusive, non-transferable, non-sublicenseable license to access and use eCollege's Enterprise Reporting product, beginning from the date the implementation activities for Enterprise Reporting are determined by eCollege, in its reasonable discretion, to be complete. This license to use Enterprise Reporting includes the following user type accounts (additional user type accounts may be purchased separately):
 - 10 Consumer named user accounts
 - 5 Business Intelligence Author named user accounts

**Exhibit Number 3 for Solano Community College
Products and Services Summary**

<i>Products and Services</i>	July 1, 2009 – June 30, 2010 Contract Year	July 1, 2010 – June 30, 2011 Contract Year	July 1, 2011 – June 30, 2012 Contract Year
Annual Gateway Fees*	\$4,000	\$4,000	\$4,000
Annual License Fees**	\$400,000	\$420,000	\$441,000

The above fees are non-refundable and due and payable in accordance with the terms set forth below.

* Due upon the effective date of the Seventh Addendum and in advance of each subsequent Contract Year.

** Due in accordance with the following:

July 1, 2009 – June 30, 2010 Contract Year:

- \$280,000 due and payable July 1, 2009.
- \$120,000 due and payable January 1, 2010.

July 1, 2010 – June 30, 2011 Contract Year:

- \$210,000 due and payable July 1, 2010.
- \$210,000 due and payable January 1, 2011.

July 1, 2011 – June 30, 2012 Contract Year:

- \$220,500 due and payable by July 1, 2011.
- \$220,500 due and payable by January 1, 2012.

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

TO: Members of the Governing Board
SUBJECT: RESPONSE TO 2008-2009 GRAND JURY REPORT
REQUESTED ACTION: INFORMATION

SUMMARY:

Dr. Jowel Laguerre, Superintendent/President, on behalf of the Solano Community College District Governing Board, and Special Trustee Tom Henry, will present the response to the 2008-2009 Grand Jury Report.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

July 16, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

RESPONSE TO THE 2008-2009 GRAND JURY REPORT

In this report, the Grand Jury identified seven (7) findings and seven (7) recommendations. The District is obligated to respond only to the findings and recommendations of the Grand Jury.

It should be further noted that the “affected and responding agencies” noted a number of “errors of fact” within the Grand Jury report. This response addresses those “errors of fact” as well.

FINDINGS AND RECOMMENDATIONS

Finding 1 – The EDMAC report and the Accreditation Board identified micro-management as a serious issue. This undermines many facets of the College Administration and has resulted in the (sic) replacing four Superintendent/Presidents within the last three years. It also results in poor morale among staff and students, as well as an inordinately large turnover of senior staff in the various departments, and a lack of management continuity.

Recommendation 1 – In order to deal with these issues, the College Board of Trustees should allow staff latitude to operate within specified policies and procedures in order to avoid micro-management and involvement in daily administrative operations.

SCCD's Response – *The respondents disagree wholly or partially with finding number one (1).*

The Education Management and Assistance Corporation (EdMAC) and Accrediting Commission for Community and Junior Colleges' report does not identify micromanagement as a serious issue. Neither report attributes micromanagement to the replacing of four superintendent/presidents within a three year period. There is also no link made between micromanagement and morale and the turnover/continuity of senior staff. EdMAC's report states concerns over comments made by individuals interviewed by EdMAC relative to micro management. The ACCJC's report comments on the Board's mission and how issues are brought to the Board, but it does not state that micro-management is a serious issue. Steps have been taken to address the concerns stated in both reports relative to Board behavior.

In October 2008, the Board commissioned the Education Management and Assistance Corporation (EdMAC) to conduct an Administrative Review/Fiscal Health Analysis. The recommendations have been prioritized and incorporated in the District's recovery matrix. Since the last Accrediting Commission for Community and Junior Colleges (ACCJC) visit in November 2008, the College has moved quickly to address its leadership and governance issues. In January 2009, the Board passed a resolution to hire a Special Trustee to assist the District with accreditation issues and fiscal and administrative leadership.

The Board has continued to demonstrate leadership with the hiring of an Interim Superintendent/President in February 2009. The Interim Superintendent/President has been given the authority and expectation by the Board to run the day-to-day operations of the College. Most recently, the Board has appointed a permanent Superintendent/President whom will begin his duties July 1, 2009. Recently, the board has participated in a series of self-evaluative efforts.

Most notable is the "How Do We Rate Checklist". In January 2009, during a Board retreat the Governing Board developed and approved a "Code of Conduct".

The above efforts by the Board reinforces their desire and practice to expect and allow administration, faculty and staff the latitude to operate within specified policies and procedures and for the Board not to be involved in daily administrative operations.

Finding 2 - According to the EDMAC Report, the College Board of Trustees members may have violated the Brown Act. A lack of adherence to the Brown Act leads to an absence of transparency in the conduct of Board issues.

Recommendation 2 - All Board meetings should be held in accordance with the Brown Act, which specifies that any violation must be reported to the District Attorney.

SCCD's Response – *The respondents disagree wholly or partially with finding number two (2).*

The Education Management and Assistance Corporation (EdMAC) report does not state that the Board may have violated the Brown Act. The EdMAC report states that during the EdMAC interview process, individuals made allegations of Brown Act violations. No Brown Act violations were identified within the EdMAC report.

Finding 3 - There has been an excessive turnover in the number of Vice-Presidents of the various departments in the College. In the past five years there have been fourteen persons heading the five departments. Many are filled on an interim basis and are independent contractors, not employees. EDMAC found the District does not effectively utilize employee evaluations at the executive level.

Recommendation 3 - Effective performance evaluations should be established at all levels to address this problem. Proper on-going staff evaluation will help to increase morale and performance, limiting the rapid turnover in executive level positions. This may obviate the need to hire interim Vice-Presidents on a contract basis.

SCCD's Response – *The respondents disagree wholly or partially with finding number three (3).*

The District acknowledges that there has been an inordinate amount of turnover at the administrative level and within some departments. However, the statement that, "In the past five years there have been fourteen persons heading the five departments", is not accurate. EdMAC's report states, "During the site visit there were fourteen (14) key openings and/or vacancies within the District...." The District agrees to the importance of employee evaluations and has taken steps to ensure that timely evaluations are performed at all levels. The District is moving forward relative to open positions and expects that vacant positions will be filled in a timely manner.

Finding 4 – Solano College has been operating under non-standard financial practices. In some cases, existing policies and procedures were not provided to employees. In other cases, there

was an absence of effective controls over financial practices. The Governing Board does not appear to be following the fiscal control recommendations made by the EDMAC report.

These deficiencies have resulted in various difficulties, including possible loss of accreditation due to:

- Proper bid procedures not always being followed
- Time deadlines of financial reports not always being met
- Funds not always being paid from the proper accounts
- Improper contacts between a bidder and a member regarding a purchase
- Guidelines for following proper procedures not always being provided to department heads
- One purchase exceeding \$72,400 being made without the required Board approval

Recommendation 4 – The College Board should comply with the recommendations made in the December 17, 2008, EDMAC report, which deals with all of the above issues.

SCCD's Response – *The respondents disagree wholly or partially with finding number four (4).*

The District is adhering to and the Board is following the recommendations of the EdMAC report. The Special Trustee has assisted the District in developing a "corrective action matrix". This matrix lists each of the ACCJC recommendations as well as the EdMAC recommendations. The "corrective action matrix" is reviewed and updated regularly at the Executive Cabinet level. Progress toward the recommendations is submitted to ACCJC in the District's "Show Cause" report. This report along with other administrative reports to the Board and District constituents has been provided for information and input.

Finding 5 - Disputes among Board Members representing different areas within the Solano County College System has been a long-standing problem on the Solano College Board.

Recommendation 5 - No single area of our community college district should have priority over any other area. At a time when the Solano College Board is facing the serious problem of loss of accreditation, each Board Member should be expending every effort to "save" Solano College, not to "sink" it. Working together should be a main thrust of the College Board.

SCCD's Response – *The respondents disagree wholly or partially with finding number five (5).*

The District takes great exception to this finding. Disputes among Board members have nothing to do with geography. Neither the EdMAC nor ACCJC report stated any findings relative to this Grand Jury concern. The respondents want to assure the Grand Jury members that no area of our community college district has priority over any other area. The Board is indeed working together in a collaborative manner in maintaining accreditation. Working together for the betterment of the College is the main thrust of the Board and recent Board meetings and strong leadership demonstrates that fact.

Finding 6 - The College has an unfunded Retiree's Health benefit of \$13,507,213. In order to meet the unfunded balance, the College will have to provide an additional \$770,111 annually.

Recommendation 6 - Options for restoring the unfunded Retiree's Health benefit may include the following:

- The Board could reduce existing health coverage
- Employees could be required to pay a higher percentage of premiums
- Budget priorities could be revisited to provide for an increase in the Retiree's Health Benefit

SCCD's Response – *The respondents agree with finding number six (6).*

SCCD is fully aware of its retiree health benefit obligation. SCCD engaged Total Compensation Systems, Inc, (TCS) to analyze liabilities associated with its current Retiree Health Program as of March 1, 2008. TCS's report with its recommendations allows SCCD to manage the costs and liabilities associated with its retiree health benefits. TCS's report and its recommendations will be carefully considered for implementation. The specific steps are subject to negotiations and it would not be prudent to discuss those steps as part of this response.

Finding 7 – The College has paid a San Diego law firm \$619,000 for legal services covering the first eleven months of 2008. The 2008 budgeted amount for attorney fees is \$250,000. The over-budget expenditure may be due to a variety of costs which a local firm would not incur.

Recommendation 7 - The District should consider contracting with a local law firm to reduce expenses.

SCCD's Response – *The respondents disagree wholly or partially with finding number seven (7).*

The respondents disagree with the Grand Jury's finding relative to SCCD's legal services. There is no evidence that a local firm or a different firm would have been as cost effective or efficient as the District's current counsel. It appears that the Grand Jury has made an assumption based on insufficient information. There are justified and acknowledged reasons for the 2008 budgeted and expended amount paid to the District's counsel. The District continues to work with its legal counsel to refine and reduce legal expenses. The District does not necessarily believe that a local firm or a different firm would have been appreciably any lower in fees due to the unique requests and issues facing the District in 2008-2009. The District has reduced the line item budget for legal services for the 2009-10 fiscal year and is currently satisfied with its counsel and advice.

Edit Errors and Errors of Fact

The respondents have identified a number of edit errors and errors of fact. The respondents have listed these concerns under each of the Grand Jury Sub-Titles.

REASONS FOR INVESTIGATION

There was no stated reason for the investigation under this title.

GRAND JURY ACTIONS

The third and fourth bullet under this sub-title appears to be stating the same action. The EdMAC report and the December 17, 2008 Administrative Review and Fiscal Health Analysis are one and the same report.

In the seventh bullet, the Grand Jury uses the term, "California Accreditation commission." The correct name is: Accrediting Commission for Community and Junior Colleges. Also in the eighth bullet, the Grand Jury uses the term "Accreditation." This term should read, "Accrediting." This is true throughout the report but the respondents will only make that note in this section.

BACKGROUND/SUMMARY

In the first paragraphs on page one (1), the Grand Jury states that "Construction and renovation funding for all campuses is through the measure G construction bond in 2004." On November 5, 2002, the registered voters of the County of Solano approved Measure G. The correct year is: 2002. It should also be noted the Bond Measure authorized the issuance of \$124.5 million in general obligation bonds there were issued in two series: Series A for \$80 million and Series B for \$44.5 million. The Series A bonds were refunded in 2005, generating a bond issuance premium of \$8.4 million additional monies. These funds were deposited into the Bond project fund.

*In the second paragraph on page one (1), the terms used for ACCJC are not correct. Also, ACCJC placed the college on **Warning** not "probation".*

In the first paragraph on page two (2), the Grand Jury states, "if issues relating to these matters are not resolved by December 31, 2009, Solano College could lose its accreditation and financial aid." It is true that the College's accreditation was in jeopardy in January 2009, but the College had until April 1, 2009 to submit its Show Cause Report and ultimately have an opportunity in June 2009 to defend its accreditation in front of the Commission.

On page two (2), under the statement: "In late September 2008 various problems were uncovered: The respondents believe there are errors of fact in both bullets under this statement. In the first bullet, the second sentence is not accurate. It reads, "The June 30, 2008 year-end Financial Report could not be finalized because of an approximate \$1,000,000 discrepancy." It would be more accurate to state, "The June 30, 2008 year-end Financial Report could not be finalized because of the process of conversion and making prior year corrections." The second bullet in this section is also not accurate. There was a transfer of funds from the Measure G Bond fund to the Clearing Account and ultimately the General Fund, but the transfer was not made to cover expenditures that should have been paid from the General Fund.

There are a number of inaccurate statements made on page 2, within the paragraph starting with, "Following resignation of the Superintendent/President" The new Interim Superintendent/President did not request an investigative report. The report requested was an "Administrative Review and Fiscal Health Analysis." The Governing Board vote was 4-2, not 5-2. The Interim Superintendent/President did not "suspend" the Financial Director. The Interim Superintendent/President placed the Vice President, of Administrative and Business Services on administrative paid leave. There are misleading statements attributed to the EdMAC report under each of the first four (4) bullets. Corrections to these statements are made within the body of this response. In item two (2), on page two (2), the Grand Jury refers to the Purchasing Agent and a Board Member. The EdMAC report does not refer to the Purchasing Agent in this context.

On page two (2), first paragraph, needs clarification. Since the Grand Jury's interview on January 26, 2009, the SCCD has received more current information. In a letter dated, February 3, 2009, ACCJC notified the SCCD that the College was required to submit a Show Cause Report by April 1, 2009. This report and findings will be considered by the Commission at its meeting on June 10, 2009. On June 30, 2009, the College was informed by the Accrediting Commission for Community and Junior Colleges (ACCJC) that the Commission took action to accept the College's "Show Cause Report." The Commission also acted to remove "Show Cause" status and improve the College's status to "Probation."

On page three (3), the first bullet incorrectly addresses the unfunded obligation to the Retiree Health Benefit fund.

SCCD engaged Total Compensation System Inc. (TCS) to analyze its liabilities associated with its current Retiree Health Program as of March 1, 2008 (the valuation date). The TCS report indicates that SCCD had set aside \$937,234 to fund retiree health benefits. This amount included the original (2005-06) Board allocation of \$917,234 plus the earned interest. TCS's report reflects an unfunded actuarial accrued liability of \$13,507,213. The current year costs to amortize the unfunded liability are \$770,111. Based on covered payroll, payments would increase each year. Under the current payment structure, payments would continue for 30 years, after which time amortization payments would end. At this point, colleges are not required to fund the liability, but are required to book it. However, it is a Board goal to start funding the liability.

On page three (3), the second bullet addresses legal fees. This issue is addressed in another section of this response.

On page three (3), the third paragraph starting with, "On January 7, 2009,". The correct date is: January 5, 2009.

On page three (3), the fourth bullet addresses the Measure G Bond Fund. The Grand Jury states, "At the time of this report, these funds have not been transferred back to Measure G Bond Fund." On February 11, 2009, the District received word from its Bond Counsel that the bond expenditures were legal issues for purposes of technology related items. The ballot measure identified technology upgrades as a permitted project and as such, the reimbursement was approved and no transfer back to the Bond Fund is required.

The first paragraph, second sentence, on page three (3) under the last bullet references the recruitment of a CPA. This sentence incorrectly states that the Governing Board directed the Interim Superintendent/President to recruit a CPA to head the Financial Services Department at the College. This statement is not accurate. No one has been directed to recruit a CPA for that position. The new job bulletin for the position of Vice President of Administrative and Business Services states that, "A Certified Public Accountants license is preferred."

The second to last paragraph on page three (3) starting with, "In December 2008," is not accurate. It should read, "On January 5, 2009, the Chairperson of the Board of Trustees met with the Interim Superintendent/President as directed by the Board in closed session on December 17, 2008. The following two sentences in that paragraph have no factual basis and are not accurate.

The first paragraph on page four (4) starting with, "On February 4, 2009, Solano College" is not correct. In a letter dated, February 3, 2009, ACCJC notified the SCCD that the College was required to submit a Show Cause Report by April 1, 2009. This report and findings will be considered by the Commission at its meeting on June 10, 2009. On June 30, 2009, the College was informed by the Accrediting Commission for Community and Junior Colleges (ACCJC) that the Commission took action to accept the College's "Show Cause Report." The Commission also acted to remove "Show Cause" status and improve the College's status to "Probation."

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 third quarter "How Do We Rate Checklist" summary for April, May, and June 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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

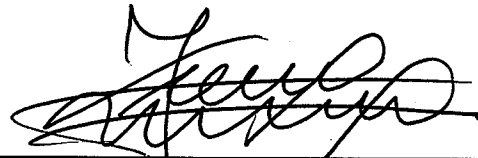
ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

July 16, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 16, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Solano Community College District Governing Board
Board's Leadership: How Do We Rate Checklist SUMMARY – July 22, 2009

Name (Optional) SIX PARTICIPANTS

Date JULY 22, 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) January 21, 2009 (April/May/June) July 22, 2009
 (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 6	No 0
2.	Have we delegated authority to the CEO to lead and administer?	Yes 6	No 0
3.	Are we keeping the CEO informed, adhering to the rule of "no surprises"?	Yes 5	No 1
4.	Are we honoring the CEO as the point of contact for the institution?	Yes 6	No 0
5.	Do we fully consider information and recommendations offered by the CEO?	Yes 6	No 0
6.	Are we supporting professional development for the CEO?	Yes 5	No 0
7.	Are we adhering to the standards of Board ethics?	Yes 6	No 0
8.	Are we ensuring that the CEO has the resources needed to do the job?	Yes 6	No 0
9.	Do we respect and support the CEO?	Yes 6	No 0
10.	Does the CEO always ask the Board to make major decisions with advance preparation?	Yes 6	No 0
11.	Do we alert the CEO and Board President about our concerns prior to going public with them?	Yes 5	No 1
12.	Do all Board members receive the same communications from the CEO?	Yes 5	No 0
13.	Do we make it a practice to share information and questions with other Board members and the CEO?	Yes 6	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 5	No 1

15.	Do we help the CEO in being effective by not making unnecessary demands on him or her?	Yes 6	No 0
16.	Do we provide guidance, support, dialogue, information, and feedback to our CEO?	Yes 6	No 0
17.	Do we rely on our CEO for leadership and have confidence in his or her recommendations?	Yes 5	No 1
18.	Is our time spent in governing, not managing, the institution?	Yes 6	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 0
20.	Do we honor the professionalism of College staff by allowing them to perform their duties?	Yes 6	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 6	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 5	No 1
23.	Do the Board President and the CEO emphasize that individual Trustees' opinions are simply opinions and that the only legitimate direction to the CEO comes from the Board as a whole?	Yes 6	No 0
24.	Do we have a clear understanding as a Board of what responsibilities have been delegated to the CEO?	Yes 6	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 6	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 5	No 1
27.	Do we acknowledge that the CEO directs the staff, not the Board?	Yes 6	No 0
28.	Are we willing to invest the time in planning meetings to ensure success? [generate items; develop criteria; apply criteria]	Yes 6	No 0
29.	Do we model the behaviors that the Board values? [consensus building? starting/finishing on time? moving the agenda forward?]	Yes 6	No 0
30.	Do the CEO, Board President and other Trustees have a cooperative relationship?	Yes 6	No 0
31.	Are we willing to invest the time to create an identity for our Board and a sense of teamwork?	Yes 6	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 0
33.	Do we provide fair, consistent, and constructive feedback to the CEO?	Yes 6	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? 5=99 1=75

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

One participant identified: 2, 12 and 17

One participant identified: Much higher spirit of cooperation.

One participant identified: 2, 19, and 31

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

One participant identified: 3, 11, 13, and 14

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

5	Effective: 90 or above	0	Good: 78 – 87
1	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.)

Five participants commented: YES

One participant commented: Room for improvement.

P:Governing Board/Forms/AMY/Board's Leadership/How Do We Rate Checklist SUMMARY 7 22 09