

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2009-10

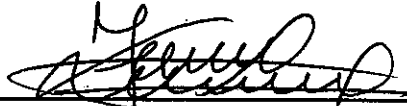
Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
To be announced	Vice President, Academic & Student Affairs	To be determined

Temporary Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Karen McCord	From 100% Psychology (Ethnic Studies)/ Social Science Instructor To 60% Psychology (Ethnic Studies)/ Social Science Instructor and 40% Ethnic Studies Coordinator (Three year assignment)	Fall Semester 2010 through Spring Semester 2013
Tracy Schneider	From 100% English Instructor To 50% English Instructor/ 50% Coordinator, Student Learning Outcomes	August 2010 through May 2012

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



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

April 1, 2010
Date Submitted

April 1, 2010
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****April 21, 2010****Page 2****Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Adjunct Faculty	See attached list		
Kevin Anderson	Instructor, Contract Education	5/1/10 – 5/29/10	\$ 67.21
Nicholas Cittadino	Instructor, Contract Education	4/1/10 – 6/30/10	\$ 64.71
Sandra Diehl	Instructor, Horticulture VTEA	4/22/10 – 5/26/10	\$ 52.97
Carla Maguire	Learning Resources Technician	3/18/10 – 5/26/10	\$ 18.16
David Nourot	Instructor, Contract Education	4/15/10 – 4/30/10	\$ 64.71
Joanne Strickland	Instructor, Contract Education	5/1/10 – 5/29/10	\$ 60.80
Ella Tolliver	Instructor, Contract Education	4/1/10 – 6/30/10	\$ 67.21
John Urrutia	Instructor, Contract Education	5/1/10 – 5/29/10	\$ 64.71
Julie Williams	Registration Aide	3/30/10 – 6/30/10	\$ 10.00
Ken Williams	Instructor, Horticulture VTEA	4/22/10 – 5/26/10	\$ 56.88

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Christopher Cronin	Art Model, Art 32	3/25/10 – 4/1/10	\$ 240.00
	Art Model, Art 32/33	4/13/10 – 4/20/10	\$ 240.00
Timothy Griffin	Art Model, Art 32	3/25/10	\$ 80.00
Kathryn Moriarty	Art Model, Art 32/33	4/27/10 – 5/6/10	\$ 320.00
	Art Model, Art 32/33	5/11/10 – 5/13/10	\$ 160.00

Independent Contractors

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
	Contract Education <u>Deborah Mann, Responsible Manager</u>		
Sandy Jones	Instructor, Kaiser Contract	5/1/10 – 6/7/10	\$ 2,240.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****April 21, 2010****Page 3****Independent Contractors (continued)****Contract Education****Deborah Mann, Responsible Manager**

Tom Leal	Develop curriculum and materials. 4/21/10 – 4/30/10 teach classes, assign & review homework, provide student critiques, and provide SCC with feedback and training evaluation.	\$ 3,780.00
James Omoso	Set up welding labs for classes, 4/22/10 – 5/28/10 tutor students, take inventory & order supplies/materials, participate in team meetings, and assist instructors with program administration. (\$8 hour x 6 hours)	\$ 48.00

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

Carolynne Gamble	Consulting & technical assistance, 4/22/10 – 6/30/10 City of Fairfield Contract	\$ 1,440.00
Steven Howard	Consulting & technical assistance, 4/22/10 – 6/30/10 City of Dixon Contract	\$ 1,920.00
James Mitchell	Present “ABCs of Small Business Development” Workshop, SBDC Program Income	\$ 120.00
Charles Monahan	Consulting & technical assistance, 4/22/10 – 6/30/10 City of Benicia Contract	\$ 1,920.00
Birgit Rickert	Present small business workshops, SBDC Program Income	\$ 240.00
Robert Schock, Jr.	Consulting & technical assistance, 4/22/10 – 6/30/10 City of Fairfield Contract	\$ 480.00
Randall Shores	Consulting & technical assistance, 4/22/10 – 6/30/10 City of Suisun City Contract	\$ 1,440.00
Albert Sullivan	Present, “Understanding Your Financials” Workshop, SBDC Program Income	\$ 120.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****April 21, 2010****Page 4****Independent Contractors (continued)****Small Business Development Center (SBDC)****Charles Eason, Responsible Manager**

Diana Thomas	Consulting & technical assistance, City of Fairfield Contract	4/22/10 – 6/30/10	\$ 960.00
Greg Weinerth	Consulting & technical assistance, Solano County Contract	4/22/10 – 6/30/10	\$ 1,440.00

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Megan Bradshaw	Dance Production Manager	PE, Wellness & Athletics
Catherine Floresca	Dance Production Manager	PE, Wellness & Athletics
Melinda Grefaldia	Dance, Choreography and Dance Performance	PE, Wellness & Athletics
Jean Gelpi	Assist Men's Basketball Coach	PE, Wellness & Athletics
David Johnson	Coach running back	PE, Wellness & Athletics
Maurice Johnson	Dance Production Manager	PE, Wellness & Athletics
Sheri Lyons	Internship for Occupational Ed 090 Clerical & instruction aide	Business & Career Technical Education
Lana Manglallan	Dance Production Manager	PE, Wellness & Athletics
Shari Papadopoulous	Dance Production Manager	PE, Wellness & Athletics
Heather Peasley	Dance Production Manager	PE, Wellness & Athletics
Tuan Ngoc Pham	Tutoring for MESA students	Math/Science
Fatena Saltiti	Guest Choreographer	PE, Wellness & Athletics
Yvonne Sanchez	Dance Production Manager	PE, Wellness & Athletics
Jennifer Shindelus	Choreograph & teach tap dance for Spring Dance Production	PE, Wellness & Athletics
Melissa Thompson	Dance Production Manager	PE, Wellness & Athletics

Adj. Fac. Listing for Spring 2010

Last Name	First Name	SUBJ	Last Name	First Name	SUBJ
Accooe	Reynando	CJ	Clarke	Natalia	PE
Acosta	Tim	MUSC	Coburn	Frederick R	ECTN
Adams	Dorene L	NURS	Collins	Nathaniel C	DRFT
Alcantara	Rose M	PE	Colombano	Sue Z	SPAN
Alexander	Charles W	RE	Conrad	Kathleen M	CHEM
Alvarado	Thea S	SOC	Corioso	Mark D	CJ
Anderson	Donna M	OT	Coury	Carlene	ENGL
Aptekar	Rachel	BIO	Craven	Elizabeth K	PHOT
Arnn	Rebecca M	ART	Cross	Lauren E	ANTH
Astacio Rivera	Jaime J	MATH	Daniel	Carolyn F	NURS
Atwal	Gurpreet	ACCT	Davis	Todd S	ENGL
Aubert	Alison	PE	Davisson	Chad A	WATR
Avelar	Netzahuacotl	SOCS	Dawson	Steven J	CJ
Averett	Joyce E	NURS	Dawson	Laurie	ENGL
Avila-Tuttle	Gabriela	SPAN	de La OSalas	Maria R	SPAN
Badtke	David	ENGL	Defoe	Danielle A	ENGL
Baldwin	Sally J	PE	Delos	Kate L	ART
Balsley	Samuel L	BIO	Demartini	Dawna	ENGL
Bandy	Barbara J	THEA	Dermody	Thomas E	OT
Barsotti	Gina	PE	Diehl	Sandra	HORT
Baughn	Kurtis K	PE	Dilbeck	Keith E	SPCH
Bautista	Erwin A	BIO	Doherty-Lyle	Lynne M	ECE
Beaulieu	John P	MATH	Dominguez	Steven	WATR
Becker	Kimberly S	PE	Dorger	Samanda	PHOT
Belisle	Maryann	PE	Dudman	Matthew	ECON
Beverly	Ronald H	FIRE	Duleck	Michelle	AERO
Bischof	Otto B	MATH	Dusenberry	Victor L	MT
Bloomfield	Debra S	PHOT	Ensminger	Michael P	BIO
Bobetsky	Valerie J	NURS	Ericson	John	CHEM
Brunner	Theresa Lynn	ART	Estes	Colleen H	ENGL
Buchbinder	Jolon E	THEA	Evans	Donald R	MT
Bunch	Richard A	PHIL	Farahnak	Fereydoon	BIO
Burton	John H	PLSC	Federle	Nancy S	ART
Bussewitz	Barry A	ECE	Federle	Steven	ENGL
Butters	Roger	ECON	Fink	Mark A	LR
Cain	Peter	BUS	Fischl	Lynn D	PE
Callison	Kathleen J	CIS	Flynn	Susan M	PE
Carlson	Michele K	ART	Foley	Mark	HIST
Carmichael	Elisabeth A	ENGL	Fong	Ronald A	CHEM
Carney	Shawn M	DRFT	Forde	Joseph	HIST
Castles	Sarah J	ECE	Frizzell	Gail	PE
Cavanagh	Leo P	MUSC	Fuchs	Ekaterina D	MATH
Ceja	Patricia A	OT	Fuller	Levi	WATR
Chesler	P Gail	WATR	Gabbard	Mary B	NUTR
Ciraulo	Amy L	NURS	Galen	Ronald J	MUSC
Clark	Katherine	BIO	Galvan	Angelica	SPAN

Adj. Fac. Listing for Spring 2010

Last Name	First Name	SUBJ	Last Name	First Name	SUBJ
Garnier	Michael J	BUS	Kulasingam	George	CHEM
Gaviglio	Glen V	SOC	Lamons	Michele	ENGL
Geist	Becky	MUSC	Lane	Emily E	OT
Gelfand	Volodymyr	CHEM	Lee	William Grant	CIS
Gerald	Jerry W	BIO	Less	Olga	INTD
Geyer	Anna	CINA	Levine	Lisa	PHOT
Goesdasilva	Francisco	BIO	Levy	Carol A	ART
Gordon	Marilyn D	HIST	Linge	Richard J	CIS
Gravelly	Steven R	ANTH	Linz	Susan D	ESL
Gregory	Sean A	MATH	Livingston	Richard	SOCS
Gross	David E	LR	Long	James B	ENGL
Guyer	Rodney L	ART	Lorenzetti	Vera L	ENGL
Harrow	Ronald A	MATH	Lowe	Karen W	ENGL
Haslam	Alan C	ENGL	Lui	Edward	MATH
Hawkes	Wayne	CHEM	Lum	Rebecca	MATH
Hawkins	Cole C	BIO	Maclachlan	Thora Y	BIO
Hayes	Jessica E	PHOT	Macmullen	James T	PHYS
Hefner-Gravink	Ann	BIO	Mahmood	Khalid	MATH
Hernandez-Neil	Priscilla R	COUN	Mariani	Richard C	PHOT
Herndon	Brian	THEA	Matthews	Shaw H	MATH
Hightower	Edward W	MUSC	Mazak	Scott	CINA
Hogue	Kerri J	PSYC	McDermott	Louis M	HIST
Holland	Stephen L	MUSC	McEnery	Nancy M	LR
Horn	Cynthia M	ART	McIlvery	Joana	HS
Hornlien Stanton	Holli J	THEA	McIver	Ian	CINA
Intintoli	Helen	MUSC	McKee	Linda B	OT
Iwamoto	Kristie A	ENGL	McLaughlin	Vivian	MUSC
Ix	Dana A	SPAN	McNeil-Jackson	Carmen	COUN
Jacobsen	Ann P	ENGL	McReynolds	Gale D	SPCH
Jagoda	Michael T	MATH	Means	Joan	ECE
Johnson	Melissa Ann	PSYC	Melter	Catherine L	NURS
Johnson	Mackenzie R	GEOL	Mendoza	Barbara P	ART
Johnston	Russell	PHYS	Messenger	Patricia A	MATH
Jones	Michieal L	MATH	Michals	Nils	ENGL
Juarez	Larissa	ENGL	Miller	Michael R	CJ
Kearns	Kathryn M	ART	Miller	Sherman J	PE
Keener	Roger	WATR	Miner	Jerolyn	PE
Keroher	Kody J	PE	Morlock	Beverly A	BIO
Keyser	Glenn	ENGL	Morris	Jude	LATN
Khorsandi	Shahrzad	PE	Muhaimin	Aaliyah	COUN
Kiedrowski	Teresa	THEA	Muick	Pamela C	BIO
Kim	Thomas H	MATH	Nazarenko	Sydney	HUDV
Koehler	Catherine J	NURS	Neely	John T	MATH
Kolbe	Kevin	CJ	Nicholson	J. Christine	THEA
Krider	Dana C	PSYC	Nosce	Lily Beth	BIO

Adj. Fac. Listing for Spring 2010

Last Name	First Name	SUBJ	Last Name	First Name	SUBJ
Oare	John	CJ	Simas	Elizabeth A	SPCH
Ogden	Carl H	BUS	Sloan	Jeffrey	HUDV
Parsons	Robert C	THEA	Smith	Jeffrey R	ENGL
Passalacqua	Kristine G	INTD	Smith	Randy W	ASTR
Pavloff	Nick	PHOT	Smith	Jennifer L	MATH
Pendleton	Robert	ENGL	Smith	Lani P	LR
Peoples	Hugh A	CHEM	Smith	James F	WATR
Petero	Ana	SPCH	Soria Martin	Domingo G	MATH
Pfitzner	Markus T	PHOT	Souza	Michael A	ENGL
Pinto	Vincenzo	MATH	Spake	Reuben M	MATH
Pittenger	Joshua T	BIO	Spindt	Carla M	THEA
Polishchuk	Boris	MATH	Staffero	Linda	BIO
Powell	Joel J	PLSC	Starbuck	Brenda M	NURS
Prentice	Julian Y	LR	Stevens	Vesta	NURS
Prescott	Vernon L	ECON	Stewart	Alvin E	MATH
Prime	Lynn F	LR	Stockdale	Sharon E	MUSC
Pyle	David B	PLSC	Struntz	Wolfgang D	COUN
Ramos	Joshua C	PE	Sturm	Elisabeth	SPAN
Reinertson	Lisa	ART	Subramanian	Mani N	CHEM
Reynolds-Smith	Elaine M	MUSC	Sullivan	Zachary	PE
Riddell	Bruce	BIO	Sullivan	Valerie S.	ENGL
Roberts	Lauren B	TUTR	Swindle	Renee	ENGL
Robinson	Donnisha C	SOC	Tanaka	James H	PE
Rodriguez	Hector	MATH	Taylor	Lauren M	ANTH
Roggli	Kurt W	PHIL	Teepie	John H	GEOG
Rosengren	Kathy J	ENGL	Terry	Matthew D	THEA
Rubenstein	Abigail J	ART	Thomas	Lia S	LR
Rutaganira	Thomas F	MATH	Thompson	Steven D	MUSC
Ryan	Kelly	ENGL	Tow	Larry	ACR
Salmon	Raymond	ART	Trockel	Anika E.	MATH
Salvador	Andrea R	PE	Tsang	Tsze	CHEM
Sanderson	Raymond P	WELD	Twitchell	Keith I	CJ
Schmall	Calvin	MATH	Valentino	Rebecca A	THEA
Schwarz	Bill F	CIS	Valenzuela	Joe	CJ
Scolari	Jennifer F	LR	Valmore	Andrea M	PE
Segal	Thomas	MUSC	Van Der Wende	Kaitlyn M	PE
Seitz-Buchbinder	Liesl M	THEA	Via	Thomas	IT
Shakikhan	Kaveh	ART	Villagran	Monique M	PE
Sharma	Neeta	CHEM	Vinet	Emile	TV
Shatzer	Jane C	BUS	Vogelpohl	John P	ENGL
Shipp	Kate H	PE	Wai	Newton Y	MATH
Shlah	Zaid	ENGL	Wallace	Joan L	COUN
Shulakoff	Allen	ENGL	Watts	Valvastine U	ECE
Sieminski	Slawomir	MATH	Willer	Ann	CIS
Silva-Attianese	Belinda T	COSM	Williams	Kenneth W	HORT

Adj. Fac. Listing for Spring 2010

Last Name	First Name	SUBJ	Last Name	First Name	SUBJ
Winchester	Yachiyo H	JAPN	Wuoltee	Christine L	NURS
Winistorfer	Richard	CJ	Young	Anthony G	PE
Wooden	Tami D	HED	Young	Vicki	PE
Word	James M	BIO	Zidek	Albert F	PHOT
Wright	Richard A	ENGL			

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

03/08/10	Vendor Payment	11019249-11019787	\$ 74,677.50
03/08/10	Vendor Payment	11019788-11019815	\$369,864.82
03/12/10	Vendor Payment	11019853-11019867	\$131,949.60
03/18/10	Vendor Payment	11019868	\$ 32,779.46
03/19/10	Vendor Payment	11019869-11019989	\$ 16,594.35
03/25/10	Vendor Payment	11020167-11020175	\$ 4,243.19
03/25/10	Vendor Payment	11020176-11020254	\$197,953.62
04/01/10	Vendor Payment	11020282-11020318	\$349,143.13

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Carey C. Roth, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 17 TO J.W. AND SONS, INC., FOR
THE MODERNIZATION CONTRACT FOR BUILDING
1400-STUDENT UNION

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 17 to J.W. and Sons, Inc.'s base contract for Building 1400-Student Union. The revised contract amount is as follows:

Contract Award Amount	\$	3,265,000.00
Prior Change Orders	\$	1,253,062.00
Change Order No. 17	\$	3,189.00
Total Change Orders	\$	1,256,251.00
Revised Contract Amount	\$	4,521,251.00

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David V. Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

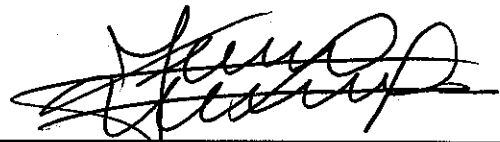
TELEPHONE NUMBER

Maintenance and Operations

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

4/21/2010 J.W. AND SONS, INC. - BUILDING 1400 - STUDENT UNION

PCO	Description	Negotiated Amount	Reason	CO
181	Revise new overhead Door #34 to receive a center mount type operator from the specified side mount operator due to conflict with existing column. The District directed the contractor to modify the door.	\$1,873.00	Error/Omission	17
197	Install new continuous hinges on existing exterior aluminum double doors (Doors #14 & 15). The District's direction was to replace existing hinges with new continuous hinges to allow for proper closing and locking of doors with new hardware.	\$1,316.00	Error/Omission	17
	TOTAL	\$ 3,189.00		

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SEIU UHW-WEST AND JOINT
EMPLOYER EDUCATION FUND AND SOLANO
COMMUNITY COLLEGE DISTRICT TO PROVIDE
EDUCATIONAL SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College District Contract Education will provide Chemistry 160 for up to 8 SEIU UHW-WEST and Joint Employer Education Fund Employees. This item is being presented to the Governing Board for approval.

The District will provide tuition and fees, enrollment, course books and materials, and special services for up to 8 students for the fall 2010 semester. Students who successfully complete the class will be awarded 4 hours of college credit.

SEIU will compensate the District for all educational services for a flat fee of \$8,000.00

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

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

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**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 **SEIU UHW-WEST AND JOINT EMPLOYER EDUCATION FUND**, hereinafter referred to as "SEIU-UHWEDUC."

WHEREAS, SEIU-UHWEDUC desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Chemistry 160 tuition and fees, enrollment, course books and materials, and special services for up to 8 students for the fall 2010 semester. Special services includes a tutoring classroom for the four Saturdays prior to class start and prior to each class session, parking passes, and SEIU counselor access to the instructor. Students who successfully complete the class will be awarded 4 hours of college credit.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above.
- C. Class participants will be identified by SEIU-UHWEDUC.
- D. SEIU-UHWEDUC will compensate the District for all educational services rendered at a flat rate of **\$8,000.00**. This fee includes the cost of tuition and fees, course books and materials, parking passes, and program coordination, SEIU-UHWEDUC staff conferences with the instructor, and use of a room for tutoring.
- E. Payments by SEIU-UHWEDUC Corporation to the District will be due upon receipt of invoice. An invoice will be generated within two weeks of class start.
- F. **IT IS MUTUALLY UNDERSTOOD** that SEIU-UHWEDUC 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 SEIU-UHWEDUC and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, SEIU-UHWEDUC, 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 SEIU-UHWEDUC. 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.

SEIU-UHWEDUC 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 SEIU-UHWEDUC under this Agreement or of any persons directly or indirectly employed by, or acting as agent for SEIU-UHWEDUC, 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 SEIU-UHWEDUC 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 SEIU-UHWEDUC 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. SEIU-UHWEDUC 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 SEIU-UHWEDUC's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Mary Ruth Gross
Executive Director
SEIU-UHWEDUC
Oakland, CA

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

Date _____

Date _____

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN CALIFORNIA STATE
PRISON— SOLANO COUNTY AND SOLANO
COMMUNITY COLLEGE DISTRICT TO PROVIDE
SPECIAL EDUCATIONAL SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College and California State Prison—Solano County for special educational services is being presented to the Governing Board for approval.

The District will provide education and training to adequately prepare students for the rigors of the CADDAC program. Up to 25 students will attend 102 hours of instruction at the California State Prison—Solano County. Additional training will be scheduled with an addendum to this contract.

California State Prison—Solano County will compensate the District for all educational services rendered at a flat rate of twenty thousand dollars and no cents (\$20,000).

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

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

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**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 **CALIFORNIA STATE PRISON-SOLANO, 2100 PEABODY ROAD, VACAVILLE, CA 95696** hereinafter referred to as "California State Prison-Solano."

WHEREAS, California State Prison-Solano desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide education and training to adequately prepare students for the rigors of the CADDAC (California Certification Board of Alcohol and Drug Counselors) program. The curriculum is based on the advice of inmates who have previously succeeded in the CAADAC certification, along with guidance from Prison Counseling and Treatment Prison professionals. Training and education will be in Learning and Personality Styles, Writing integrated with Goal Setting and Time Management, and Stress Management with an emphasis on learning and teaching Stress Reduction through Meditation.
- B. The District will develop, coordinate, deliver, and evaluate the training. Students will attend 102 hours of instruction at the California State Prison-Solano. One group of up to 25 students will attend 54 hours of Writing, Goal Setting and Time Management, 39 hours of Learning and Personality Styles, and 9 hours of Stress Management/Meditation. All successful completers will receive Certificates of Completion. All instruction will be integrated by the faculty team. Additional training will be scheduled with an addendum to this contract.
- C. California State Prison- Solano will identify all employees who will participate in training.
- D. California State Prison- Solano will compensate the District for all services rendered and expenses at a rate of twenty thousand dollars and no cents (\$20,000.00). The cost is inclusive for all instruction and teaching/ training materials.
- E. Payments by California State Prison- Solano to the District will be due upon receipt of invoice. An invoice will be generated when the training is 50% completed.
- F. **IT IS MUTUALLY UNDERSTOOD** that California State Prison- Solano 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 California State Prison- Solano and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, California State Prison- Solano, 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 California State Prison- Solano. 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.

California State Prison- Solano 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 California State Prison- Solano under this Agreement or of any persons directly or indirectly employed by, or acting as agent for California State Prison- Solano, 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 California State Prison- Solano 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 California State Prison- Solano 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. California State Prison- Solano 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 California State Prison-Solano County's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

Sol Irving
Director
California Dept. of Corrections and Rehabilitation
2333 Courage Dr Ste E
Fairfield, CA 94533

Date _____

JOWEL C. LAGUERRE, Ph.D.
Superintendent/President
Solano Community College
4000 Suisun Valley Drive
Fairfield, CA

Date _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESIGNATION TO RETIRE
REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Elizabeth Banks	Learning Resources Technician Technical Services 12 years, 8 months of service	February 26, 2010

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

April 1, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

April 1, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: STUDENT TRUSTEE PRIVILEGES AND REGULATIONS
REQUESTED ACTION: APPROVAL

SUMMARY:

Educational Code Section 72023.5 indicates that:

The governing board of each community college district that affords the student member or members of the board any of the privileges enumerated in subdivision (b) shall, by May 15 of each year, adopt rules and regulations implementing this section. These rules and regulations shall be effective until May 15 of the following year.

It is recommended that the Solano Community College District Governing Board approve the Student Trustee Privileges and Regulations, to be effective May 15, 2010 to May 15, 2011.

CONTINUED ON NEXT PAGE:

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

April 1, 2010
DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

April 1, 2010
DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: STUDENT TRUSTEE PRIVILEGES AND REGULATIONS
REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

- (1) The ability to cast an advisory vote.

The Student Trustee's presence or absence at a Board meeting shall not be counted in deciding a quorum.

- (2) The right to receive compensation at the rate of \$150 per month. If special meetings are held, the \$150 will be divided by the number of meetings per month. A Student Trustee absent for the Board meetings will receive a pro-rated share of the maximum.

Example:

Month with two regular meetings = \$75 per meeting.

Month with two regular and one special meeting = \$50 per meeting.

Month with one regular meeting = \$150 for the meeting.

- (3) Student Trustee's Duties/Responsibilities – The Student Trustee shall be responsible and accountable to the students of Solano Community College District as prescribed by Article III, Section K, of the Associated Students of Solano College (ASSC) Bylaws:
- Attend all Governing Board meetings of the Solano Community College District.
 - Be expected to attend all Student Senate meetings to report to the Student Senate the activities of the Governing Board as they pertain to the students.
 - Assist the ASSC Governing Board Representative and the ASSC Executive Secretary in maintaining a record of Governing Board proceedings.
 - Be available at the ASSC office for at least three hours a week for appointments.
 - Report any absences to the ASSC Executive Secretary in advance.
 - Be responsible for finding a replacement should he or she not be able to attend the Student Senate meeting to give the required report.
 - Maintain all other rights as defined in Board Policy 1007, Board Policy 1009, Board Policy 1014, Board Policy 1017, and Education Code Section 72023.5.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: BALLOT FOR CALIFORNIA COMMUNITY COLLEGE TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION - 2010

REQUESTED ACTION: APPROVAL

SUMMARY:

A subcommittee of the Governing Board, consisting of Trustees Keith (Chair); Chapman and Claffey, will advance recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. Each member Community College District Board of the League shall have one vote for each of the seven vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes statewide will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT Board of Directors will vote to break the tie. A copy of the official ballot is provided as Attachment #1. This ballot must be postmarked by April 26, 2010.

The Subcommittee will make their recommendations to the Governing Board and request approval of the recommendations made at that time.

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

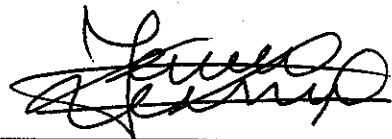
TELEPHONE NUMBER

Administration

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

CCCT 2010 BOARD OFFICIAL BALLOT

Vote for no more than seven (7) by checking the boxes next to the names

NOMINATED CANDIDATES

List order based on Secretary of State's February 16, 2010, random drawing.

- *Louise Jaffe, Santa Monica CCD
- Stephen Castellanos, San Joaquin Delta CCD
- Nancy Chadwick, Palomar CCD
- Cy Gulassa, Peralta CCD
- *Isabel Barreras, State Center CCD
- *Donald L. Singer, San Bernardino CCD
- Jerry Hart, Imperial CCD
- *Walter G. Howald, Coast CCD
- Bob Hughlett, Cerritos CCD
- Eva Kinsman, Copper Mountain CCD

WRITE-IN CANDIDATES

Type each qualified trustee's name and district on the lines provided below.

*Incumbent

Board Secretary and Board President or Board Vice President must sign below:

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

Secretary of the Board

President or Vice President of the Board

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION DESIGNATING CLASSIFIED SCHOOL
EMPLOYEE WEEK AT SOLANO COMMUNITY
COLLEGE DISTRICT, RESOLUTION NO. 09/10-21
REQUESTED ACTION: APPROVAL

SUMMARY:

In recognition of the valuable contributions made by members of the classified service to the educational achievements of Solano Community College District, the Governing Board herein designates May 17-21, 2010, as Classified Employee Week.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

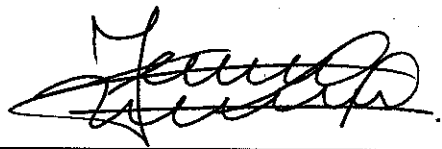
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

April 1, 2010
DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

April 1, 2010
DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DESIGNATING CLASSIFIED SCHOOL EMPLOYEE WEEK

RESOLUTION NO. 09/10-21

WHEREAS, Classified employees' knowledge, skill and services are integral contributors to attainment and enhancement of the Solano Community College District vision and mission;

WHEREAS, Classified employees contribute to the establishment and promotion of a diverse, supportive, respectful, and student-oriented District environment;

WHEREAS, Classified employees regularly provide primary operational services and outreach to the communities, students and employees served by Solano Community College District; and

WHEREAS, Classified employees of Solano Community College District consistently demonstrate their commitment to high standards and principles of shared governance, higher education, employment, health, safety, and community outreach;

THEREFORE, BE IT RESOLVED that in appreciation, Solano Community College District hereby honors the many contributions of its classified employees and declares the week of May 17-21, 2010 as Classified Employee Week at Solano Community College District.

PASSED AND ADOPTED at its regular meeting on this 21st day of April 2010, by the Governing Board of Solano Community College District.

DENIS HONEYCHURCH, J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION OF THE GOVERNING BOARD OF THE SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO AN AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO DESIGN AND ADMINSTRATE A SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR ELIGIBLE EMPLOYEES PROVIDED THERE IS SUFFICIENT EMPLOYEE PARTICIPATION, RESOLUTION NO. 09/10-22

REQUESTED ACTION: APPROVAL

SUMMARY:

The Solano Community College District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Retirement Plan (SRP), a retirement incentive that may encourage Academic and Classified Non-Management and Management employees to retire early or resign from the District. The goal of the program is to generate salary savings, or at a minimum, no cost to the District by increasing the numbers of retirements and resignations in the 2009-10 school year. The PARS Breakeven analysis shows the plan is projected to save the District approximately \$796,120 or more in 2010-11 and approximately \$2.1 million or more

CONTINUED NEXT PAGE:

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

April 1, 2010
DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

April 1, 2010
DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION OF THE GOVERNING BOARD OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE DISTRICT TO ENTER INTO AN
AGREEMENT WITH PUBLIC AGENCY RETIREMENT
SERVICES (PARS) TO DESIGN AND ADMINSTRATE A
SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR
ELIGIBLE EMPLOYEES PROVIDED THERE IS
SUFFICIENT EMPLOYEE PARTICIPATION,
RESOLUTION NO. 09/10-22**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

cumulative over 5 years. The program allows the District to offer the plan, conduct enrollments, analyze the participation, and elect to move forward or cancel the program depending on the participation and overall projected savings or cost of the program.

As the administrator of the Supplementary Retirement Plan (SRP), PARS will assist the District in the initial design, perform plan communication and enrollment, and conduct all ongoing administration of the program. PARS will hold orientation meetings at District locations to provide information regarding the program to eligible employees and will be available for questions and additional information throughout the enrollment period. Pacific Life Insurance Company will serve as the plan insurer. Pacific Life is rated excellent, very strong and superior by the Rating Agencies.

PARS administers the third largest multiple employer public retirement system in California. Currently, there are over 350 member agencies representing over a quarter of a million public employees including Glendale CCD, Long Beach CCD, Los Angeles CCD, Foothill-De Anza CCD, Riverside CCD and other are members of PARS.

FINANCIAL IMPACT

Based on the initial PARS Breakeven Analysis, the plan is projected to save the District approximately \$796,120 or more in 2010-11 and approximately \$2.1 million or more cumulative over 5 years. The ultimate savings or cost of the program will be determined based on the actual number of enrolled employees and the final assumptions used. A final analysis based on the actual enrolled employees will be presented to the Governing Board at its June 16, 2010, meeting after the close of the enrollment window.

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION OF THE GOVERNING BOARD OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE DISTRICT TO ENTER INTO AN
AGREEMENT WITH PUBLIC AGENCY RETIREMENT
SERVICES (PARS) TO DESIGN AND ADMINSTRATE A
SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR
ELIGIBLE EMPLOYEES PROVIDED THERE IS
SUFFICIENT EMPLOYEE PARTICIPATION,
RESOLUTION NO. 09/10-22**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

HOW THE PROGRAM WORKS

The Supplementary Retirement Plan (SRP) would provide participating Certificated & Classified Non-management & Management employees with a monthly benefit provided by 70% of their final year salary; paid into the plan over a five-year period. The program requires all employees to retire or resign from the District on or before June 30, 2010. To be eligible for the program, all employees must be:

1. Employed by the District as of April 21, 2010 (date of Board adoption);
2. Certificated employees must be 55 years of age with 10 years of District service;
3. Classified employees must be 55 years of age with 10 years of District service.

The following is the proposed implementation timeline:

1. Board adopts resolution to approve Plan (April 21, 2010);
2. Enrollment window opens (April 22, 2010);
3. Employee Orientation meetings (April 28, 2010);
(Times: Academic 11 a.m. & 2 p.m.; Classified 12 noon & 3 p.m.)
4. Employee Appointments by request with PARS week of May 12, 2010;
5. Employee Rescind Period (June 1 – June 7, 2010);
6. Employee Enrollment window closes (June 8, 2010);
7. After the employee enrollment period, the District reserves the right, at its sole discretion but not later than June 18, to withdraw the offer of an Early Retirement Incentive Plan if the District determines that offering such plan is not financially beneficial.
8. District announces whether Supplementary Retirement Plan (SRP) goes forward (no later than June 18, 2010);
9. Employees resign from District employment (by June 30, 2010);
10. Employees retire under STRS/PERS (by July 1, 2010); and
11. Benefits commence (August 1, 2010).
12. Optional 2nd Enrollment Window at the discretion of the District (September 1, 2010).

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION OF THE GOVERNING BOARD OF THE SOLANO COMMUNITY
COLLEGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO AN
AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO
DESIGN AND ADMINSTRATE A SUPPLEMENTARY RETIREMENT PLAN
(SRP) FOR ELIGIBLE EMPLOYEES PROVIDED THERE IS SUFFICIENT
EMPLOYEE PARTICIPATION, RESOLUTION NO. 09/10-22**

RESOLUTION NO. 09/10-22

WHEREAS, It is determined to be in the best fiscal interest of the District and its employees to provide an early retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District service;

WHEREAS, There is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS, Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code; and

WHEREAS, The District desires to adopt the Supplementary Retirement Plan and to fund the incentive through non-elective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of the District hereby adopts the PARS Supplementary Retirement Plan, as part of the District Early Retirement Program, effective April 21, 2010; and

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION OF THE GOVERNING BOARD OF THE SOLANO COMMUNITY
COLLEGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO AN
AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO
DESIGN AND ADMINSTRATE A SUPPLEMENTARY RETIREMENT PLAN
(SRP) FOR ELIGIBLE EMPLOYEES PROVIDED THERE IS SUFFICIENT
EMPLOYEE PARTICIPATION, RESOLUTION NO. 09/10-22**

RESOLUTION NO. 09/10-22

(Continuing – Page 2)

2. In order for the District to reach stated fiscal goals, a minimum number of participants must enroll in the early retirement incentive plan. If a minimum is not reached, the District may withdraw the retirement incentive. If the District withdraws the retirement incentive, resignations and retirements shall be rescinded; and
3. The Governing Board of the District hereby appoints the Vice President of Administrative & Business Services, or his/her successor or his/her designee as the District's Plan Administrator; and
4. The District's PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District's participation in the plan and to maintain compliance of any relevant regulations issued.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION OF THE GOVERNING BOARD OF THE SOLANO COMMUNITY
COLLEGE DISTRICT AUTHORIZING THE DISTRICT TO ENTER INTO AN
AGREEMENT WITH PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO
DESIGN AND ADMINSTRATE A SUPPLEMENTARY RETIREMENT PLAN
(SRP) FOR ELIGIBLE EMPLOYEES PROVIDED THERE IS SUFFICIENT
EMPLOYEE PARTICIPATION, RESOLUTION NO. 09/10-22**

RESOLUTION NO. 09/10-22

(Continuing – Page 3)

PASSED AND ADOPTED This 21st day of April 2010, by the Governing Board of
Solano Community College District by the following vote:

AYES: _____ **BOARD MEMBERS:** _____

NOES: _____ **BOARD MEMBERS:** _____

ABSTAIN: _____ **BOARD MEMBERS:** _____

ABSENT: _____ **BOARD MEMBERS:** _____

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement ("Agreement") is made this _____ day of _____, 2010, by and between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and the Solano County Community College District ("Agency").

WHEREAS, the Agency is desirous of retaining PARS to act as administrator to assist the Agency in the establishment of early retirement incentive programs through contributions to purchase an *IRC 403(b)* fixed annuity contract (the "Plan"), for the benefit of Agency's eligible employees and their beneficiaries ("Participants"); and

WHEREAS, the Agency wishes for PARS to provide consulting, analytical, and administrative services necessary to implement the Plan; and

WHEREAS, in performance of the duties set forth hereinafter PARS shall designate from time to time a custodian to receive Employer Plan contributions ("Custodian") designated for Participants; and

WHEREAS, in performance of the duties set forth hereinafter, PARS shall designate from time to time an insurance company for the purpose of paying Participants a specified amount of money on a regular basis over a specified period of time ("Insurance Company") pursuant to the terms of the Plan.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from contributions for the Plan that Agency has made to the Custodian unless otherwise stated in Exhibit 1B. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.

5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency's providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services if such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Records.** During the term of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of the Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
8. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
9. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from

any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors, or omissions with respect to the performance of their respective duties hereunder.

11. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
13. **Force Majeure.** When satisfactory evidence of a cause beyond a party's control is presented to the other party, and nonperformance was unforeseeable, beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
14. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
15. **Designees.** The Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Board of the Agency through adoption of a Resolution, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
16. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Solano County Community College District; 4000 Suisun Valley Road, Fairfield, CA 94534; Attention: _____ [Plan Administrator]

Notices shall be deemed given on the date received by the addressee.
17. **Term of Agreement.** This Agreement shall remain in effect for the period beginning _____, 2010 and ending _____, 2015 ("Term"). This Agreement will

continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

- 18. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
- 19. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
- 20. **Attorney's Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement, the prevailing party therein shall be entitled to receive its reasonable attorney's fees.
- 21. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
- 22. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 23. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
- 24. **Further Acts.** The Parties shall execute all such further and additional documents as shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, including but not limited to any Custodial Agreement as shall be required by PARS and /or the Custodian.

AGENCY:

BY: _____

TITLE: _____ [Plan Administrator]

DATE: _____

PARS:

BY: _____

TITLE: _____

DATE: _____

EXHIBIT 1ASERVICES

PARS will provide the following services for the Solano County Community College District:

1. Plan Consultation Services:

- (A) Meeting with Agency personnel to discuss the impact to the Agency of implementing a Plan;
- (B) If appropriate, completing a fiscal analysis, based on data and assumptions provided by Agency, to determine the fiscal feasibility of a Plan;
- (C) Meeting with Agency personnel to discuss the fiscal analysis and receive feedback on the analysis, data, and assumptions made;
- (D) Making appropriate revisions to the fiscal analysis as directed by Agency.

2. Plan Installation Services:

- (A) Meeting with Agency personnel to finalize plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel.

3. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the Custodian, based upon information received from the Agency and the Custodian;
- (B) Performing periodic accounting of custodial assets, including the allocation of employer contributions, payments to the Insurance Company, investment activity and expenses (if applicable), based upon information received from the Agency and/or Custodian;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to the Plan, which shall include use by the Participants of toll-free telephone communication to PARS;
- (D) Producing benefit illustrations and processing enrollments;
- (E) Coordinating the processing of contribution payments to the Insurance Company pursuant to authorized written Agency certification of eligibility, authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (F) Coordinating actions with the Custodian as directed by the Plan Administrator within the scope of this Agreement.

4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice. In providing the services specified above, PARS will retain qualified professional service providers at its cost as it deems necessary if the service lies outside its area of expertise.
5. Any analysis provided by PARS is subject to the receipt of accurate information and assumptions as may be provided by Agency. The Agency is responsible for integrating the PARS analysis into any Agency budgetary analysis or decision-making processes. The fiscal projections in the PARS analysis are dependent upon future experience conforming to the assumptions used and the results will be altered to the extent that future experience deviates from these assumptions. It is certain that actual experience will not conform exactly to the assumptions used in the analysis.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit IA based upon the following schedule:

Upon implementation of the Plan associated with this Agreement, the Agency agrees to pay an administration fee equal to five percent (5.00%) of all premiums made by the Agency on behalf of Participants in the subject Plan, subject to a \$5,000.00 minimum per year for five years. Fees will be billed to the Custodian as contributions are made by the Agency, and it will be the responsibility of the Custodian to pay those fees from the custodial assets of the Plan.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Fiscal Analysis Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Birth Date
 - (D) Participant's Hire Date
 - (E) Participant's Contract Salary
 - (F) Years of Agency Service
 - (G) Completed Request for Information Form, including applicable Salary Schedules, Collective Bargaining Agreements, and Board Policies
2. Participant Data (provided by Agency):
 - (A) Participant's Legal Name
 - (B) Participant's Position
 - (C) Participant's Address
 - (D) Participant's Birth Date
 - (E) Participant's Hire Date
 - (F) Participant's Contract Salary
 - (G) Years of Agency Service
 - (H) Retirement Date
3. Executed Legal Documents (provided by Agency):
 - (A) Certified Board Resolution
 - (B) Addendum for Supplementary Retirement Plan/Execution Agreement
 - (C) Custodial Agreements/Disclosure Forms
 - (D) 403(b) Annuity Contracts & Disclosures
4. Completed Funding Documents (provided by Agency):
 - (A) Authorization to Pay Benefits Form
5. Completed Enrollment Forms (timely submitted by Participant):
 - (A) Correction Form
 - (B) Enrollment Form
 - (C) Beneficiary Designation Form
 - (D) Tax Withholding Form
 - (E) Proof of Age
 - (F) Letter of Resignation

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS FOR FISCAL YEAR 2010-11; THE ISSUANCE AND SALE OF A 2010-11 TAX AND REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA TAX AND REVENUE ANTICIPATION NOTES PROGRAM, RESOLUTION NO. 09/10-23

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 09/10-23, authorizing and approving the borrowing of funds for fiscal year 2010-11; the issuance and sale of a 2010-11 Tax and Revenue Anticipation Note (TRAN) and participation in the Community College League of California TRAN Program. The total amount borrowed is not expected to exceed \$5 million. The 2010 TRAN will be dated July 1, 2010 and the maturity will not exceed 12 months. The TRAN will be issued through a statewide financing program sponsored by the Community College League of California.

CONTINUED ON NEXT PAGE:

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Carey C. Roth, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

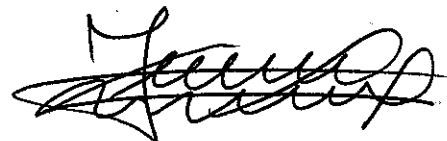
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION AUTHORIZING AND APPROVING THE
BORROWING OF FUNDS FOR FISCAL YEAR 2010-11;
THE ISSUANCE AND SALE OF A 2010-11 TAX AND
REVENUE ANTICIPATION NOTE THEREFORE AND
PARTICIPATION IN THE COMMUNITY COLLEGE
LEAGUE OF CALIFORNIA TAX AND REVENUE
ANTICIPATION NOTES PROGRAM,
RESOLUTION NO. 09/10-23**

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

The purpose of the temporary borrowing is to increase available cash balances which provide operating funds to cover cash shortfalls during this State budget crisis.

The advantages of participating in the Community College League's TRAN program, rather than individual financing or another pooled TRAN, are many. The costs are lower because the costs are also shared by other participating community college districts. There are standardized documentation and credit criteria employed in the financing, as well as a streamlined issuance process. The League's program also offers the District the option of issuing TRAN which mature in 12 months. Finally, there is the ability to obtain the highest credit rating on the financing with the availability of insurance. The District's TRAN maturity will be 12 months dated July 1, 2010, and due June 30, 2011.

Resolution No. 09/10-23 authorizes various financing documentation, including a Purchase Agreement and an Indenture which is on file in the Office of the Vice President of Administrative and Business Services at Solano Community College. The resolution authorizes Carey C. Roth, Vice President of Administrative & Business Services and Denis Honeychurch, J.D., President of the Governing Board, to sign financing documentation in connection with the issuance of the TRAN. The resolution also appoints the law firm of Stradling Yocca Carlson & Rauth (SYCR) as bond counsel to the District. SYCR is a regional law firm which specializes in municipal bond law.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION AUTHORIZING AND APPROVING THE BORROWING OF FUNDS
FOR FISCAL YEAR 2010-2011; THE ISSUANCE AND SALE OF A 2010-2011 TAX AND
REVENUE ANTICIPATION NOTE THEREFORE AND PARTICIPATION IN THE
CALIFORNIA COMMUNITY COLLEGE FINANCING AUTHORITY TAX AND
REVENUE ANTICIPATION NOTES PROGRAM**

RESOLUTION NO. 09/10-23

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

WHEREAS, The Governing Board (the "Legislative Body") of the community college district specified in Section 23 hereof (the "District") has determined that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing specified in Section 23 hereof, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District, to satisfy operating or capital obligations of the District, and that it is necessary that said Principal Amount be borrowed for such purpose at this time by the issuance of a note or notes therefore in anticipation of the receipt of taxes, income, revenue, cash receipts and other moneys to be received by the District or accrued to the District's fiscal year ending June 30, 2011 ("Repayment Fiscal Year");

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, As additional security for the owners of the Note Participations, all or a portion of the payments by all of the Issuers of their respective notes may or may not be secured either by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the "Credit Instrument") issued by the credit provider or credit providers designated in the Trust Agreement, as finally executed (collectively, the "Credit Provider"), which may be issued pursuant to a credit agreement or agreements or commitment letter or letters designated in the Trust Agreement (collectively, the "Credit Agreement") between the Issuers and the respective Credit Provider;

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

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

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

WHEREAS, Pursuant to the Program each participating Issuer will be responsible for its share of (a) the fees of the Trustee and the costs of issuing the applicable Series of Note Participations, and (b), if applicable, the fees of the Credit Provider, the Issuer's allocable share of all amounts due to a Credit Provider under a Credit Instrument, if any ("Predefault Obligations") and any other reimbursement obligations of the Issuer towards a Credit Provider, if any ("Reimbursement Obligations");

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

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

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

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

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

Section 2. Authorization of Issuance. This Legislative Body hereby determines to borrow solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District for the general fund of the District in or accrued to the Repayment Fiscal Year, by the issuance of one or more series of taxable or tax-exempt note or notes in the aggregate Principal Amount under Sections 53850 *et seq.* of the Act, designated the District's "2010-2011 Tax and Revenue Anticipation Note," with an appropriate series designation if more than one note is issued (collectively, the "Note"), to be issued in the form of a fully registered note or notes in the Principal Amount thereof, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than 13 months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation (the "Maturity Date"), and to bear interest, payable on its Maturity Date (and if the Maturity Date is more than 12 months from the date of issuance, payable on the interim interest payment date set forth in the Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, or a 365 or 366 day year, as the case may be, and actual days elapsed, at a rate or rates, if more than one Note is issued, not to exceed 12% per annum as determined in the Pricing Confirmation and indicated on the face of the Note (the "Note Rate"). If the Note as evidenced and represented by the Series of Note Participations is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Note in whole or in part and all principal of and interest on the Note is not paid in full at maturity or if payment of principal and/or interest on the Note is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw or claim is not fully reimbursed on such date, such Note shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof (including the interest component, if applicable, or the portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If the Note as evidenced and represented by the Series of Note Participations is unsecured in whole or in part and the Note is not fully paid at maturity, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate. In each case set forth in the preceding two sentences, the obligation of the District with respect to such Defaulted Note or unpaid Note shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of any available revenues received in or accrued to the Repayment Fiscal Year, as provided in Section 8 hereof.

The percentage of the Note as evidenced and represented by the Series of Note Participations to which a Credit Instrument, if any, applies (the "Secured Percentage") shall be equal to the amount of the Credit Instrument divided by the aggregate amount of unpaid principal of and interest on notes (or portions thereof) of all Issuers of Notes comprising such Series of Note Participations, expressed as a percentage (but not greater than 100%) as of the

maturity date. Both the principal of and interest on the Note shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in Los Angeles, California.

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

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

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

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

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

the Pricing Confirmation by fax or telecopy shall be deemed effective execution and delivery for all purposes.

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

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

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

Any one of the Authorized Representatives of the District is hereby authorized and directed to provide the Underwriter with such information relating to the District as they shall reasonably request for inclusion in the Preliminary Official Statement and Final Official Statement, if any. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), is hereby deemed final within the meaning of the Rule; *provided* that no representation is made as to the information contained in the Preliminary Official Statement relating to the other Issuers or any Credit Provider. If, at any time prior to the end of the underwriting period, as defined in the Rule, any event occurs as a

result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Note Participations, for and in the name and on behalf of the District, to execute a Final Official Statement in substantially the form of the Preliminary Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

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

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

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

Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

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

Owners of Note Participations, to the extent of their interest in the Note, shall be treated as owners of the Note and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and the Note. The District hereby recognizes the right of the Owners acting directly or through the Trustee to enforce the obligations and covenants contained in the Note, this Resolution and the Trust Agreement. The District shall be directly obligated to each Owner for the principal and interest payments on the Note evidenced and represented by the Note Participations without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

Section 7. Disposition of Proceeds of Note.

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

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

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

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

Section 8. Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which are received or held by the District for the general fund of the District and are accrued to the Repayment Fiscal Year and which are available for payment thereof. Included in the revenues of the Repayment Fiscal Year are apportionments which otherwise would be received in the Repayment Fiscal Year but due to the deferral of certain State monies by the State will not be received until after June 30, 2011 (collectively, "Deferred Revenues"). The Deferred Revenues are hereby determined to be accrued to the Repayment Fiscal Year and to be legally available to pay the principal of and interest on the Note. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain Unrestricted Revenues (as hereinafter provided, the "Pledged Revenues") which are received or held by the District for the general fund of the District and are accrued to the Repayment Fiscal Year. The principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the first moneys received by the District from such Pledged Revenues, and, to the extent not so paid, shall be paid from any other taxes, income, revenue, cash receipts and other moneys of the District lawfully available therefor (all as provided for in Sections 53856 and 53857 of the Act). The term "Unrestricted Revenues" shall mean all taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other moneys, intended as receipts for the general fund of the District received in or accrued to the Repayment Fiscal Year and which are generally available for the payment of current expenses and other obligations of the District. The Noteholders, Owners and Credit Provider shall have a first lien and charge on such Unrestricted Revenues as herein provided which are received or held by the District and are accrued to the Repayment Fiscal Year.

In order to effect the pledge referenced in the preceding paragraph, the District hereby agrees and covenants to establish and maintain a special account within the District's general fund to be designated the "Fiscal Year 2010-11 Tax and Revenue Anticipation Note Payment Account," with appropriate series designation (the "Payment Account"), and further agrees and covenants to maintain the Payment Account until the payment of the principal of the Note and the interest thereon. Notwithstanding the foregoing, if the District elects to have Note proceeds invested in Permitted Investments to be held by the Trustee pursuant to the Pricing Confirmation, a subaccount of the Payment Account (the "Payment Subaccount") shall be established for the District under the Trust Agreement and proceeds credited to such account shall be pledged to the payment of the Note. The Trustee need not create a subaccount, but may keep a record to account separately for proceeds of the Note so held and invested by the Trustee which record shall constitute the District's Proceeds Subaccount. Transfers from the Payment Subaccount shall be made in accordance with the Trust Agreement. The District agrees to transfer to and deposit in the Payment Account the first amounts received in the months specified in the Pricing Confirmation as Repayment Months (each individual month a "Repayment Month" and collectively "Repayment Months") (and any amounts received thereafter received in or accrued to Repayment Fiscal Year) until the amount on deposit in the Payment Account, together with the amount, if any, on deposit in the Payment Subaccount, and taking into consideration anticipated investment earnings thereon to be received by the Maturity Date, is equal in the respective Repayment Months identified in the Pricing Confirmation to the percentage of the principal and interest due on the Note specified in the Pricing Confirmation. In making such transfer and deposit, the District shall not be required to physically segregate the

amounts to be transferred to and deposited in the Payment Account from the District's other general fund moneys, but, notwithstanding any commingling of funds for investment or other purposes, the amounts required to be transferred to and deposited in the Payment Account shall nevertheless be subject to the lien and charge created herein.

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

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

The District hereby directs the Trustee to transfer on the Note Payment Deposit Date (as defined in the Trust Agreement), any moneys in the Payment Subaccount to the Note Participation Payment Fund (as defined in the Trust Agreement). In addition, on the Note Payment Deposit Date, the moneys in the Payment Account shall be transferred by the District to the Trustee, to the extent necessary (after crediting any transfer pursuant to the preceding sentence), to pay the principal of and/or interest on the Note, to make payments to a Swap Provider, if any, as defined in the Trust Agreement, pursuant to a Swap Agreement, if any, as defined in the Trust Agreement, or to reimburse the Credit Provider for payments made under or pursuant to the Credit Instrument. In the event that moneys in the Payment Account and/or the Payment Subaccount are insufficient to pay the principal of and interest on the Note in full when due, such moneys shall be applied in the following priority: first to pay interest on the Note; second to pay principal of the Note; third to reimburse the Credit Provider for payment, if any, of interest with respect to the Note; fourth to reimburse the Credit Provider for payment, if any, of principal with respect to the Note; and fifth to pay any Reimbursement Obligations of the

District and any of the District's pro rata share of Predefault Obligations owing to the Credit Provider. Any moneys remaining in or accruing to the Payment Account and/or the Payment Subaccount after the principal of the Note and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Trust Agreement, or, if applicable, the Credit Agreement. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note in full on the Maturity Date.

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

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

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

Amounts in the Proceeds Subaccount of the District and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of the Note, the balance in the related Proceeds Subaccount is low enough so that the amounts in the Proceeds Subaccount qualify for an exception from the rebate requirement (the "Rebate Requirements") of Section 148 of the Internal Revenue Code of

1986 (the "Code"), the District shall notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Stradling Yocca Carlson & Rauth, Special Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

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

As long as the Note remains outstanding, the District shall maintain and keep at the principal corporate trust office of the Trustee, books for the registration and transfer of the Note. The Note shall initially be registered in the name of the Trustee as trustee under the Trust Agreement. Upon surrender of the Note for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note. For every transfer of the Note, the County, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person making such transfer as a condition precedent to the exercise of the privilege of making such transfer.

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

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

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

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

Section 10. Representations and Covenants of the District.

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

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

(B) Upon the issuance of the Note, the District shall have taken all action required to be taken by it to authorize the issuance and delivery of the Note and the performance

of its obligations thereunder, and the District has full legal right, power and authority to issue and deliver the Note.

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

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

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

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

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

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

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

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

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

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

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

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

(O) It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2010-2011 pursuant to Article XVI, Section 6 of the Constitution of the State of California.

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

(B) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7), this paragraph (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of the Note due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Stradling Yocca Carlson & Rauth, Special Counsel referred to in Section 8 hereof to assure compliance with the Rebate Requirements. If the balance of the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Note is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six month period following the date of issuance of the Note (calculated in accordance with Section 8), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues received in or accrued to the Fiscal Year 2010-2011 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 11(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund separate from any other fund established and maintained hereunder and under the Trust Agreement designated as the "2010-2011 Tax and Revenue Anticipation Note Rebate Fund" or such other name as the Trust Agreement may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 8 hereof.

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

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

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

Section 12. Events of Default and Remedies.

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

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

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

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

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

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

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Owners' interests;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any

monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

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

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

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

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

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

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

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

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

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

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

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

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

(B) The District covenants, for the sole benefit of the Owners of the Series of Note Participations which evidence and represent the Note (and, to the extent specified in this

Section 22, the beneficial owners thereof), that the District shall provide in a timely manner, through the Trustee acting as dissemination agent (the "Dissemination Agent") to the Municipal Securities Rulemaking Board notice of any of the following events with respect to the District's outstanding Note, if material (each a "Listed Event"): (1) principal and interest payment delinquencies on the Note and the related Series of Note Participations; (2) non-payment related defaults; (3) modifications to rights of Owners and beneficial owners of the Series of Note Participations which evidence and represent the Note; (4) optional, contingent or unscheduled bond calls; (5) defeasances; (6) rating changes; (7) adverse tax opinions or events affecting the tax-exempt status of the Note and the related Series of Note Participations; (8) unscheduled draws on debt service reserves reflecting financing difficulties; (9) unscheduled draws on the credit enhancement reflecting financial difficulties; (10) substitution of credit or liquidity providers, or their failure to perform; and (11) release, substitution or sale of property securing repayment of the Note.

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

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

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

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

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

(F) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice

or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this section or any other means of communication, or including any other notice of occurrence of a Listed Event, in addition to that which is required by this section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this section, the District shall have no obligation under this section to update such information or include it in any future notice of occurrence of a Listed Event.

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

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

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

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

(H) The Dissemination Agent shall have only such duties as are specifically set forth in this section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereunder agrees to compensate the Dissemination Agent for its reasonable fees in connection

with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

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

Section 23. Resolution Parameters.

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

TITLE

- (1) Superintendent/President
- (2) Vice President, Administrative and Business Services
- (3) Director, Fiscal Services

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

PASSED AND ADOPTED by the District this 21st day of April 2010, by the following votes:

AYES:

NOES:

ABSENT:

By: _____
Denis Honeychurch, J.D.
President, Governing Board

Attest:

Jowel C. Laguerre, Ph.D.
Secretary, Governing Board

EXHIBIT A

FORM OF NOTE

SOLANO COMMUNITY COLLEGE DISTRICT

2010-2011 TAX AND REVENUE ANTICIPATION NOTE, SERIES A^{*/}

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

REGISTERED OWNER:

PRINCIPAL AMOUNT:

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

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

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

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

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

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

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

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

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

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

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

SOLANO COMMUNITY COLLEGE DISTRICT

By: _____

Denis Honeychurch, J.D.
President, Governing Board

Countersigned

By: _____

Jowel C. Laguerre, Ph.D.
Secretary, Governing Board

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Officer

[STATEMENT OF INSURANCE]^{*/}

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AGREEMENT WITH TERRI RYLAND, CPA DBA
TRR SCHOOL BUSINESS CONSULTING SERVICES
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for an agreement with Ms. Terri Ryland, CPA, dba TRR School Business Consulting Services to provide specialized business and fiscal consulting services to the District.

Ms. Ryland will provide general financial planning and business services to Solano Community College District, which may include, but are not limited to, the following: analysis of long-term debt; redevelopment revenue analysis; development of financial strategies and analysis; recommendations for board policy; general financial analysis as needed by the Vice President or President; and presentations to the Governing Board.

The agreement term is through December 31, 2010, and total expenses not to exceed \$10,000. The agreement is attached.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Carey C. Roth, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

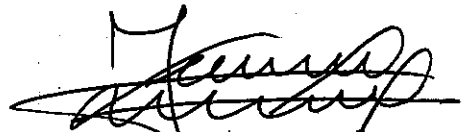
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

School Business Consulting

SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between TERESA R. RYLAND, CPA (Consultant) and the SOLANO COMMUNITY COLLEGE DISTRICT. TERESA R. RYLAND, CPA will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the SOLANO COMMUNITY COLLEGE DISTRICT will pay to TERESA R. RYLAND, CPA hourly fees of \$130 for professional services and for travel time up to 30 minutes each way. All charges, including expenses, will be approved by the Vice President of Business and Administrative Services of the SOLANO COMMUNITY COLLEGE DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. Mileage charges will not be billed. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

TERESA R. RYLAND, CPA will provide general financial planning and business services to SOLANO COMMUNITY COLLEGE DISTRICT which may include but are not limited to the following: analysis of long-term debt; redevelopment revenue analysis; development of financial strategies and analysis; recommendations for board policy; general financial analysis as needed by the Vice President or President; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this agreement, is an independent contractor and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, SOLANO COMMUNITY COLLEGE DISTRICT will be entitled to completion of all work in progress at its option, and TERESA R. RYLAND, CPA will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Carey Roth
Vice President, Business and Admin Services
SOLANO COMMUNITY COLLEGE DISTRICT

s/*Teresa R Ryland*_____
Teresa R. Ryland, CPA
TRR School Business Consulting

Date: _____

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN CHILDSTART
INCORPORATED AND SOLANO COMMUNITY
COLLEGE DISTRICT TO PROVIDE SPECIAL
EDUCATION SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College and ChildStart, Incorporated, for special education services is being presented to the Governing Board for approval.

The District will provide a three (3) credit hour class, ECE 075 (Care of Infants and Toddlers), for ChildStart's identified participants who successfully complete the course. Training will include the cost of the instructor's salary, all course materials, and program development and coordination.

ChildStart will compensate the District for all educational services at a flat rate of \$13,000.00.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

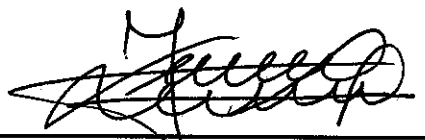
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **ChildStart INCORPORATED**, hereinafter referred to as "ChildStart."

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide ECE 075, Care of Infant and Toddlers, for to up to twenty-five (25) ChildStart employees. The training includes forty-eight hours (48) hours of instruction. The class is scheduled to start on May 4, 2010. Students who successfully complete the class will be awarded three (3) hours of college credit. The course will be delivered at the ChildStart office.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above. The instructor will be certified in accordance with the rules and regulations of the California Community Colleges Board of Governors.
- C. ChildStart will identify all employees who will participate in the class.
- D. ChildStart will compensate the District for all services rendered and expenses at a rate of thirteen thousand dollars and no cents (\$13,000.00.) This fee includes the cost of the instructor, all course materials, and Certificates of Success. Course materials include \$1,825 for the PITC DVD's. Should ChildStart already own all or part of these DVD's, the contract fee will adjusted accordingly. Should additional services such as tutoring be required, an addendum to this contract may be added.
- C. Payment by ChildStart to the District will be due after the course has been 50% completed and upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that ChildStart and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to ChildStart and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, ChildStart, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of ChildStart. This indemnification shall extend to claims, losses,

damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

Debbie McGrath
Human Resources Director
ChildStart Incorporated
Napa, CA

Date _____

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

Date _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE

REQUESTED ACTION: APPROVAL

SUMMARY:

During the month of March 2010, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Erin Farmer, Chair, Curriculum Committee
Leslie Rota, Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000, ext. 4350

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the month of March 2010, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

Course Modifications

- (CP-10-12) ENGL 348E –English Fundamentals – Change in prerequisites.
- (CP-09-438) FIRE 145 – Fire Investigation I – Change in total weekly hours, prerequisites, content outline, and textbooks.
- (CP-09-439) FIRE 146 – Fire Investigation II – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-440) FIRE 148S – Fire Management 2C – Change in course number, total weekly hours, prerequisites, and textbook.
- (CP-09-441) FIRE 148T – Rescue Systems I – Change in course number, total weekly hours, prerequisites, and textbook.
- (CP-09-442) FIRE 148U – Strike Team Leader (S-334) – Change in course number, total weekly hours, prerequisite, and textbook.
- (CP-09-443) FIRE 150 – Fire Command 1A – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-444) FIRE 151 – Fire Command 1B – Change in total weekly hours, prerequisite, and textbook.
- (CP-09-446) FIRE 161 – Fire Management I – Change in total weekly hours, prerequisite, and textbook.
- (CP-09-447) FIRE 165 – Management 2A Organization and Development – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-448) FIRE 166 – Management 2B Finance for Chief Officer – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-449) FIRE 168 – Management 2D Master Planning – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-450) FIRE 169 – Management 2E Issues and Concepts – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-451) FIRE 170 – Fire Service Instructor 1A – Change in total weekly hours, prerequisite, and textbook.
- (CP-09-452) FIRE 171 – Fire Service Instructor 1B – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-453) FIRE 174 – Prevention 2A Systems and Building Components – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-454) FIRE 176 – Prevention 2C Special Hazard Occupancies – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-455) FIRE 177 – Investigation 2A Criminal & Legal Procedures – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-456) FIRE 185 – Fire Command 2A Command Tactics at Major Fires – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-457) FIRE 186 – Command 2B Command of Major HAZ-MAT Incidents – Change in total weekly hours, prerequisite, and textbook.
- (CP-09-458) FIRE 187 – Fire Command 2C High Rise Emergencies – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-459) FIRE 188 – Command 2D Disaster Planning – Change in total weekly hours, prerequisites, and textbook.
- (CP-09-460) FIRE 196 – Prevention 2B Interpreting Codes – Change in total weekly hours, prerequisites, and textbook.

MATH AND SCIENCE CURRICULUM REVIEW

(CP-10-14) ASTR 020 – Astronomy Laboratory – Change in units, total weekly hours, method of instruction, course advisory, other catalog information, and textbook.

(CP-10-15) ASTR 030 – The Solar System – Change in other catalog information, writing assignments, other assignments, and textbook.

(CP-10-17) BIO 001 – Principles of Organismal Biology – Change in course number, course title, method of instruction, prerequisites, catalog description, other catalog information, methods of evaluating student achievement, writing assignments, other assignments, content outline, and textbooks.

(CP-10-18) BIO 002 – Principles of Cell and Molecular Biology – Change in catalog description, student performance objectives, content outline, and textbooks.

(CP-10-19) BIO 004 – Human Anatomy – Change in method of instruction, course advisory, catalog description, student performance objectives, methods of evaluating student achievement, content outline, and textbook.

(CP-10-20) BIO 005 – Introductory Physiology – Change in method of instruction, prerequisites, catalog description, student performance objectives, methods of evaluating student achievement, writing assignments, other assignments, content outline, and textbooks.

(CP-10-22) BIO 015 – Introduction to Biology – Change in method of instruction, catalog description, other catalog information, methods of evaluating student achievement, reading assignments, writing assignments, other assignments, content outline, and textbooks.

(CP-10-23) BIO 018 – Biology of Sex – Change in course advisory, catalog description, student performance objectives, writing assignments, other assignments, content outline, and textbooks.

(CP-10-24) BIO 019 – Marine Biology – Change in catalog description, other catalog information, writing assignments, other assignments, content outline, textbook.

(CP-10-25) BIO 049H – Biology Honors – Change in course number.

(CP-10-26) CHEM 001 – General Chemistry – Change in course advisory, catalog description, other catalog information, methods of evaluating student achievement, writing assignments, content outline, and textbooks.

(CP-10-27) CHEM 002 – General Chemistry – Change in method of instruction, other catalog information, writing assignments, content outline, and textbook. Add hybrid form.

(CP-10-28) CHEM 003 – Organic Chemistry I – Change in method of instruction, catalog description, other catalog information, methods of evaluating student achievement, reading assignments, writing assignments, and textbook.

(CP-10-29) CHEM 004 – Organic Chemistry II – Change in method of instruction, course advisory, other catalog information, writing assignments, content outline, and textbook.

(CP-10-30) CHEM 010 – Intermediate Chemistry – Change in course advisory, catalog description, other catalog information, methods of evaluating student achievement, content outline, and textbooks.

(CP-10-31) CHEM 011 – Basic Organic Chemistry and Biochemistry – Change in other catalog information, reading assignments, writing assignments, and textbooks.

(CP-10-32) CHEM 051 – Chemistry for the Health Sciences – Change in method of instruction, prerequisites, other catalog information, student performance objectives, writing assignments, and textbooks.

(CP-10-33) CHEM 160 – Introductory Chemistry – Change in method of instruction, other catalog information, reading assignments, writing assignments, content outline, and textbooks.

(CP-10-34) ENGR 017 – Introduction to Electrical Engineering – Change in units, methods of evaluating student achievement, writing assignments, and textbooks.

(CP-10-35) ENGR 030 – Engineering Mechanics: Statics – Change in units and textbook.

(CP-10-8) GEOG 010 – Introduction to Geographic Information Systems – Change in method of instruction, catalog description, other catalog information, and textbooks.

(CP-10-37) GEOG 060 – Advanced Geographic Information Systems – Change in method of instruction, catalog description, and textbooks. Add online form; add hybrid form.

(CP-10-38) GEOG 061 – Introduction to Global Positioning Systems – Change in method of instruction and catalog description.

- (CP-10-39) GEOG 062 – Advanced Global Positioning Systems – Change in method of instruction, catalog description, and textbook.
- (CP-10-9) GEOL 001 – Physical Geology – Change in method of instruction catalog description, other catalog information, and textbook.
- (CP-10-10) GEOL 002 – Geology Laboratory – Change in method of instruction, other catalog information, and textbook.
- (CP-10-11) GEOL 010 – Introduction to Geographic Information Systems – Change in method of instruction, catalog description, other catalog information, other student assignments, and textbooks.
- (CP-10-40) MATH 002 – Algebra for Calculus (College Algebra) – Change in content outline and textbooks.
- (CP-10-41) MATH 004 – Precalculus Mathematics – Change in student performance objectives, content outline, and textbook.
- (CP-10-42) MATH 011 – Elementary Statistics – Change in other catalog information, student performance objectives, other assignments, and textbooks.
- (CP-10-43) MATH 012 – Mathematical Ideas – Change in student performance objectives, methods of evaluating student achievement, and textbooks.
- (CP-10-44) MATH 020 – Analytic Geometry and Calculus I – Change in units, other catalog information, student performance objectives, content outline, and textbooks.
- (CP-10-45) MATH 021 – Analytic Geometry and Calculus II – Change in units, prerequisites, student performance objectives, content outline, and textbooks.
- (CP-10-46) MATH 022 – Analytic Geometry and Calculus III – Change in student performance objectives, methods of evaluating student achievement, and textbook.
- (CP-10-47) MATH 023 – Differential Equations – Change in units, student performance objectives, and textbook.
- (CP-10-48) MATH 030 – Analytic Geometry and Calculus – Change in student performance objectives and textbook.
- (CP-10-49) MATH 031 – Analytic Geometry and Calculus – Change in student performance objectives and textbook.
- (CP-10-50) MATH 051 – Trigonometry – Change in content outline and textbooks.
- (CP-10-51) MATH 104 – Intermediate Algebra – Change in student performance objectives and content outline.
- (CP-10-52) MATH 112 – Algebraic Reasoning – Change in total weekly hours.
- (CP-10-53) MATH 114 – Math for Health Occupations – Change in total weekly hours, catalog description, student performance objectives, methods of evaluating student achievement, writing assignments, other assignments, and content outline.
- (CP-10-54) MATH 310 – Arithmetic (Lecture) – Change in course title, units, total weekly hours, method of instruction, other catalog information, student performance objectives, methods of evaluating student achievement, and content outline.
- (CP-10-55) MATH 320 – Pre-Algebra – Change in units, total weekly hours, method of instruction, prerequisites, catalog description, student performance objectives, other assignments, content outline, and textbooks.
- (CP-10-56) MATH 330 – Elementary Algebra – Change in other catalog information, student performance objectives, methods of evaluating student achievement, other assignments, and textbook.
- (CP-10-57) MATH 330A – Elementary Algebra, Part I – Change in units, student performance objectives, methods of evaluating student achievement, and other assignments.
- (CP-10-58) MATH 330B – Elementary Algebra, Part II – Change in units, other catalog information, student performance objectives, methods of evaluating student achievement, and other assignments.
- (CP-10-59) PHSC 012 – Introduction to Principles of Physical Science – Change in method of instruction, catalog description, other catalog information, and textbooks. Add hybrid form.
- (CP-10-60) PHYS 002 – General Physics (Non-calculus) – Change in units, course advisory,
- (CP-10-61) PHYS 004 – General Physics (Non-calculus) – Change in units, course advisory, other catalog information, and textbook.
- (CP-10-62) PHYS 006 – Physics for Science and Engineering – Change in units, other assignments, and textbooks.

(CP-10-63) PHYS 007 – Physics for Science and Engineering – Change in units, other assignments, and textbook.

(CP-10-64) PHYS 008 – Physics for Science and Engineering – Change in units, course advisory, other catalog information, and textbook

Curriculum Review Verification Form

(CP-10-65) Anthropology Curriculum Review Verification Form

(CP-10-67) Chemistry Curriculum Review Verification Form

(CP-10-68) Engineering Curriculum Review Verification Form

(CP-10-69) Physical Science Curriculum Review Verification Form

(CP-10-70) Physics Curriculum Review Verification Form

Revalidation of Prerequisites and/or Corequisites Only

(CP-10-71) ANTH 049 – Anthropology Honors – Revalidate prerequisite of: Completion of 24 units of college credit with a minimum GPA of 3.3; a minimum of 5 units in the discipline with a grade of “B” or better; an ability to work independently; and permission of the Dean based on instructor availability.

(CP-10-72) CHEM 097 – Special Projects – Revalidate prerequisite of: CHEM 002 with a grade of “C” or better.

(CP-10-73) MATH 018 – Exploring Math and Science Teaching – Revalidate prerequisite of: MATH 104.

Course Deletions

(CP-10-74) CHEM 049H – Chemistry Honors

(CP-10-75) MATH 052 – Calculus Prep Boot Camp

(CP-10-76) MATH 102 – Elementary Algebra

(CP-10-77) MATH 107 – Elementary Algebra Part I

(CP-10-78) MATH 108 – Elementary Algebra, Part II

(CP-10-79) MATH 198B – Probability & Statistics for Teachers

(CP-10-80) MATH 304 – Arithmetic (Self-Paced)

CCBoardInfo04/21/2010:km

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AGREEMENT BETWEEN CTE PATHWAYS INITIATIVE
AND SOLANO COMMUNITY COLLEGE DISTRICT TO
MANAGE GRANT ACTIVITIES

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Solano Community College District Contract Education is in receipt of two CTE Pathways Initiative Grants for FY 2010/11 totaling of \$100,000.00. Approval of this item is requested.

The grant funds will be used to develop and deliver curriculum to Solano County high schools and middle schools, introducing students and teachers to Water/Wastewater and Entrepreneurship career opportunities. The District will manage all grant activities while further developing our partnership with Solano County schools.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

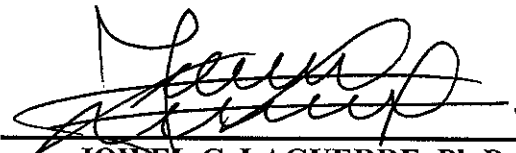
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Contractor Name: Rockridge Partners, Inc.
Address: 5356 Locksley Ave. Oakland CA 94618
Street City State Zip

Telephone: (510) 985-1644 Email: mike@rockridgepartners.net

Name of Business: Rockridge Partners, Inc

Business License Number: 20-1026327 FIN No.: _____

Check One: Sole Proprietorship Partnership Corporation

Specific Services to be Provided
(See Exhibit I – Scope of Work)

Term: The term of this Agreement is from February 1, 2010 to December 31, 2011.

Payments: In consideration of the services described in Exhibit I – Scope of Work, the District shall pay to the Contractor a sum of money not to exceed \$92,000 during the term of this agreement. Payment of this amount is contingent upon the Contractor submitting an invoice to the District Fiscal Services Office and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate District administrator and is subject to the District's continued receipt to funding from the Chancellors Office, Governors Career Technical Education Initiative (SB 70/SB1133).

Payment terms are: payable upon receipt

Termination: The District shall have the right in its sole discretion to terminate this contract without cause by giving 60 days written notice to the contractor or 30 days written notice in the event the District does not receive continued funding from the Chancellors Office, Governors Career Technical Education Initiative (SB 70/SB1133) Grant # 09-141-281.

Workers' Compensation: Contractor agrees to maintain and furnish District with proof of Workers' Compensation coverage pursuant to California Labor Code 3201 et seq. **If Contractor does not have workers' compensation insurance, contractor must execute the following certification:**

I certify that in the performance of this contract I shall not employ any person in any manner so as to become subject to the workers' compensation law of California:

[Signature]
Signature

2/2/10
Date

Contractor Acknowledges and Agrees: The Contractor is not an employee of Solano Community College District. The Contractor in signing this contract acknowledges the District will report payment for services rendered to the California State Franchise Tax Board and the Internal Revenue Service as required by law. The Contractor agrees to indemnify and hold harmless the District, its officers, agents and employees from any and all persons, firms or corporations for damage, injury or death arising from or connected with the Contractor's performance of this contract. The contractor shall be solely responsible for his/her expenses incurred in connection with the performance of this contract. It is understood that the Contractor shall not have any claim under this contract against the District for social security benefits, disability benefits, workers' compensation insurance benefits, unemployment insurance benefits, vacation pay, sick leave, overtime pay or any other employee benefits of any kind.

Signature below by Contractor indicates that all parts of this contract have been read, understood and accepted.

[Signature]
Signature

2/2/10
Date

[Signature]
Responsible Manager Signature

3/3/10
Date

[Signature]
Signature of Appropriate Vice President

HR8/5/03

Processed by HR: _____ Date _____

(To Gov. Board: _____)

Independent Contractor Determination

Under federal and California law, if the District has a right of "control" over a service provider as to the work done and the manner or means of accomplishing the work, an employer/employee relationship exists, even if the right is not exercised. Strong evidence of "control" that could establish employee status is the District's right to discharge the service provider at will and without cause. The following factors are typically evidence the District does not have the right of control and that the service provider is appropriately designated as an independent contractor. No single factor is determinative. The factors must be considered on a case-by-case basis:

- **Distinct Occupation or Business:** The service provider is engaged in a separately-established occupation or business
- **Industry Custom:** The type of work done is usually under the direction of a District without supervision
- **Skill:** The skill is required in performing the needed services
- **Tools and Place of Work:** The person or the District may provide the tools and place of work
- **Right to Hire:** The service provider has the right to hire or terminate others to assist in performing the services
- **Length of Time of Service:** The length of time the services are performed is an isolated event
- **Method of Payment:** Method of payment is complete job or by time, piece, rate.
- **Not Regular District Business:** The service provided is not part of the regular business of the District
- **District's Actual Exercise of Control:** The District's actual control over the manner and means of performing the services is limited.
- **Intent of the Parties:** The intent of the parties is not to create an employer-employee relationship

Warning: Misclassification of the service provider could result in District liability for payroll taxes, a fine, and possibly other sanctions.

Examples of Independent Contractor Services: The following are examples of independent contractors:

- Interpreter services and workshop presenters operating under a business license to provide the same or similar services
- Small Business Development Center consultants providing services to small business owners
- Community Service instructors hired to provide a specific class of which they have expertise and operate under a business license to provide the same or similar service

Consultant for Special Services: The District may employ an individual as a consultant in certain circumstances. Government Code section 53060 authorizes the employment of any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The test to determine if this arrangement is appropriate is:

- The nature of the services
- The necessary qualifications required of a person furnishing the services
- The availability of the service from public sources

Responsible Manager Review and Acknowledgement

I read the independent contractor guidelines and believe the services to be provided meet the established criteria.

Rockridge Partners, Inc.
Name of Contractor

Dates of Contract

Signature of Responsible Manager

Date

(Attach this form to the Personal Services Contract)

Exhibit 1 – Scope of Work

Activity	Description	Period of Performance	Amount
Career Exploration Development for 7th & 8th Graders	Adding three additional schools and several more sections at existing partner schools will increase the number of students exposed to career exploration that links to SCC to over 600.	22 Months	\$ 18,400
Career Profile Development and Integration into Real Game	An additional 5 new career titles and exploration modules will be developed. Five will relate to Water Waste Water careers while updates will be made to existing career modules to include entrepreneurial opportunities.	22 Months	\$ 13,800
Career Exploration Expansion within Solano County	Real Game program implemented in 11 middle schools and 4 high schools within Solano County reaching 600 students per semester.	22 Months	\$ 9,200
Career Exploration Development for 7th & 8th Graders	Adding three additional schools and several more sections at existing partner schools will increase the number of students exposed to career exploration that links to SCC to over 400.	22 Months	\$ 9,200
Education partnerships - Develop/Improve	The program will continue its outreach into additional sectors to engage teachers to integrate Career Exploration into their curricula.	22 Months	\$ 4,600
Outreach Strategies to Encourage School/College Personnel Participation	Program managers and partners will expand outreach that encourages school/college participation to include site visits, presentations, and other appropriate events with the specific intention of increasing program participation.	22 Months	\$ 9,200
Outreach Strategies to Encourage Student Participation	SCC will continue to go directly to schools and will utilize best practices we have learned over the past months to maximize student outreach and increase course attendance.	22 Months	\$ 9,200
Professional Development (in-service) for Counselors	An additional 4 middle school / high school counselors will take training to learn how to administer the Real Game California.	22 Months	\$ 9,200
Professional Development (in-service) for teachers, and/ or faculty	An additional 6 teachers will take training to learn how to administer the Real Game California.	22 Months	\$ 9,200

RPI Addendum

ADDENDUM TO PERSONAL SERVICES AGREEMENT (Independent Contractor Status)

The following terms and conditions are hereby incorporated into and made a part of that certain Personal Services Agreement between Rockridge Partners, Inc., a California Corporation and Solano Community College District. Except as set forth herein in this Addendum ("Addendum"), all other terms and conditions of the Personal Services Agreement ("Agreement") are acceptable.

1. Payment.

Contractor shall submit monthly invoices for services actually rendered by Contractor pursuant to this Agreement through the end of each month covered by the invoice. Such invoices shall contain a statement of services rendered for the period during which payment is requested. Payment shall otherwise be due and payable in accordance with the provisions of the Agreement.

2. Services.

Contractor will provide the services set forth in the Scope of Work attached as Exhibit 1.

3. Termination of Agreement

Should either party to this agreement default in the performance of this agreement, or materially breach any of its provisions, the other party, at its option, may terminate this agreement by giving written notification to the defaulting or breaching party.

4. Limited Liability.

A. Contractor will not be liable to College or to anyone who may claim any right due to relationship with College, for any acts or omissions in the performance of services under the terms of this Agreement or on the part of the employees or agents of Contractor unless such acts or omissions are due to the willful misconduct or gross negligence of Contractor. Contractor will indemnify and College free and harmless from any obligations, arising from, growing out of, or in any way connected with the services rendered to College under this Agreement when caused by Contractor's willful misconduct or gross negligence.

B. College agrees to indemnify, defend and hold Contractor free and harmless from any obligations, liabilities or damages of any kind that Contractor may incur as result of breach by College of any representation or covenant contained in this agreement.

5. Integration.

This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for College and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

6. Invalidity of Terms.

If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7. Attorneys' Fees.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in separate action brought for that purpose, in addition to any other relief to which party may be entitled.

8. Controlling Law

This agreement will be governed by and construed in accordance with the laws of the State of California.

9. Dispute Resolution

The parties shall make good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Fairfield, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. No Waivers

Failure of any party hereto at any time to require performance by any other party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as waiver of any continuing or succeeding breach of such provision, waiver of the provision itself, or waiver of any right under this Agreement.

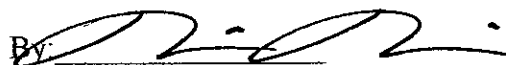
11. Counterpart Execution

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement, then together, shall constitute but one and the same instrument.

The undersigned acknowledge receipt of this Addendum, which taken together with the Agreement constitutes the terms and conditions for the performance of services.

Date signed: 2/2/10

CONTRACTOR
Rockridge Partners, Inc.

By: 
Michael Wilson

COLLEGE
Solano Community College District

Date signed: _____

By: _____
Its: _____

Contractor Name: Rockridge Partners, Inc.
Address: 5356 Locksley Ave. Oakland CA 94618
Street City State Zip

Telephone: (510) 985-1644 Email: mike@rockridgepartners.net

Name of Business: Rockridge Partners, Inc

Business License Number: 20-1026327 FIN No.: _____

Check One: Sole Proprietorship Partnership Corporation

Specific Services to be Provided
(See Exhibit I – Scope of Work)

Term: The term of this Agreement is from February 1, 2010 to December 31, 2011.

Payments: In consideration of the services described in Exhibit I – Scope of Work, the District shall pay to the Contractor a sum of money not to exceed \$8,000 during the term of this agreement. Payment of this amount is contingent upon the Contractor submitting an invoice to the District Fiscal Services Office and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate District administrator and is subject to the District's continued receipt to funding from the Chancellors Office, Governors Career Technical Education Initiative (SB 70/SB1133) Grant # 09-141-281 .

Payment terms are: payable upon receipt

Termination: The District shall have the right in its sole discretion to terminate this contract without cause by giving 60 days written notice to the contractor or 10 days written notice in the event the District does not receive continued funding from the Chancellors Office, Governors Career Technical Education Initiative (SB 70/SB1133).

Workers' Compensation: Contractor agrees to maintain and furnish District with proof of Workers' Compensation coverage pursuant to California Labor Code 3201 et seq. **If Contractor does not have workers' compensation insurance, contractor must execute the following certification:**

I certify that in the performance of this contract I shall not employ any person in any manner so as to become subject to the workers' compensation law of California:

[Signature] 2/2/10
Signature Date

Contractor Acknowledges and Agrees: The Contractor is not an employee of Solano Community College District. The Contractor in signing this contract acknowledges the District will report payment for services rendered to the California State Franchise Tax Board and the Internal Revenue Service as required by law. The Contractor agrees to indemnify and hold harmless the District, its officers, agents and employees from any and all persons, firms or corporations for damage, injury or death arising from or connected with the Contractor's performance of this contract. The contractor shall be solely responsible for his/her expenses incurred in connection with the performance of this contract. It is understood that the Contractor shall not have any claim under this contract against the District for social security benefits, disability benefits, workers' compensation insurance benefits, unemployment insurance benefits, vacation pay, sick leave, overtime pay or any other employee benefits of any kind.

Signature below by Contractor indicates that all parts of this contract have been read, understood and accepted.

[Signature] 2/2/10
Signature Date

[Signature] 3.3.10
Responsible Manager Signature Date

[Signature] 3/3/10
Signature of Appropriate Vice President
HR8/5/03

Processed by HR: _____ Date _____

(To Gov. Board: _____)

Independent Contractor Determination

Under federal and California law, if the District has a right of "control" over a service provider as to the work done and the manner or means of accomplishing the work, an employer/employee relationship exists, even if the right is not exercised. Strong evidence of "control" that could establish employee status if the District's right to discharge the service provider at will and without cause. The following factors are typically evidence the District does not have the right of control and that the service provider is appropriately designated as an independent contractor. No single factor is determinative. The factors must be considered on a case-by-case basis:

- **Distinct Occupation or Business:** The service provider is engaged in a separately-established occupation or business
- **Industry Custom:** The type of work done is usually under the direction of a District without supervision
- **Skill:** The skill is required in performing the needed services
- **Tools and Place of Work:** The person or the District may provide the tools and place of work
- **Right to Hire:** The service provider has the right to hire or terminate others to assist in performing the services
- **Length of Time of Service:** The length of time the services are performed is an isolated event
- **Method of Payment:** Method of payment is complete job or by time, piece, rate.
- **Not Regular District Business:** The service provided is not part of the regular business of the District
- **District's Actual Exercise of Control:** The District's actual control over the manner and means of performing the services is limited.
- **Intent of the Parties:** The intent of the parties is not to create an employer-employee relationship

Warning: Misclassification of the service provider could result in District liability for payroll taxes, a fine, and possibly other sanctions.

Examples of Independent Contractor Services: The following are examples of independent contractors:

- Interpreter services and workshop presenters operating under a business license to provide the same or similar services
- Small Business Development Center consultants providing services to small business owners
- Community Service instructors hired to provide a specific class of which they have expertise and operate under a business license to provide the same or similar service

Consultant for Special Services: The District may employ an individual as a consultant in certain circumstances. Government Code section 53060 authorizes the employment of any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The test to determine if this arrangement is appropriate is:

- The nature of the services
- The necessary qualifications required of a person furnishing the services
- The availability of the service from public sources

Responsible Manager Review and Acknowledgement

I read the independent contractor guidelines and believe the services to be provided meet the established criteria.

Rockridge Partners, Inc.
Name of Contractor

Dates of Contract

Signature of Responsible Manager

Date

(Attach this form to the Personal Services Contract)

Exhibit 1 – Scope of Work

ACTIVITY	DETAIL	PERIOD OF PERFORMANCE	FEE
Career Exploration Development for 7th & 8th Graders	Adding three additional schools and several more sections at existing partner schools will increase the number of students exposed to career exploration that links to SCC to over 600.	22 Months	\$2000
Career Profile Development and Integration into Real Game	An additional 5 new career titles and exploration modules will be developed. Five will relate to Water Waste Water careers while updates will be made to existing career modules to include entrepreneurial opportunities and integrated into existing modules of the Real Game	22 Months	\$2000
Career Exploration Development for 7th & 8th Graders	Develop business owner profiles for use with the Real Game curriculum. Outcome: 12 business owner profiles will be developed and integrated into the Real Game curriculum.	22 Months	\$800
Outreach Strategies to Encourage School/College Personnel Participation	Expand outreach that encourages school/college participation to include site visits, presentations, and other appropriate events with the specific intention of increasing program participation within Solano County.	22 Months	\$1600
Outreach Strategies to Encourage Student Participation	SCC will continue to go directly to schools and will utilize best practices we have learned over the past months to maximize student outreach and increase course attendance.	22 Months	\$1600

**ADDENDUM TO
PERSONAL SERVICES AGREEMENT
(Independent Contractor Status)**

The following terms and conditions are hereby incorporated into and made a part of that certain Personal Services Agreement between Rockridge Partners, Inc., a California Corporation and Solano Community College District. Except as set forth herein in this Addendum ("Addendum"), all other terms and conditions of the Personal Services Agreement ("Agreement") are acceptable.

1. Payment.

Contractor shall submit monthly invoices for services rendered by Contractor pursuant to this Agreement through the end of each quarter. Such invoices shall contain a statement of services rendered for the period during which payment is requested. Payment shall otherwise be due and payable in accordance with the provisions of the Agreement.

2. Services.

Contractor will provide the services set forth in the Scope of Work attached as Exhibit 1.

3. Termination of Agreement

Should either party to this agreement default in the performance of this agreement, or materially breach any of its provisions, the other party, at its option, may terminate this agreement by giving written notification to the defaulting or breaching party.

4. Limited Liability.

A. Contractor will not be liable to College or to anyone who may claim any right due to relationship with College, for any acts or omissions in the performance of services under the terms of this Agreement or on the part of the employees or agents of Contractor unless such acts or omissions are due to the willful misconduct or gross negligence of Contractor. Contractor will indemnify and College free and harmless from any obligations, arising from, growing out of, or in any way connected with the services rendered to College under this Agreement when caused by Contractor's willful misconduct or gross negligence.

B. College agrees to indemnify, defend and hold Contractor free and harmless from any obligations, liabilities or damages of any kind that Contractor may incur as result of breach by College of any representation or covenant contained in this agreement.

5. Integration.

This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for College and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

6. Invalidity of Terms.

If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

7. Attorneys' Fees.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in separate action brought for that purpose, in addition to any other relief to which party may be entitled.

8. Controlling Law

This agreement will be governed by and construed in accordance with the laws of the State of California.

9. Dispute Resolution

The parties shall make good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Fairfield, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

10. No Waivers

Failure of any party hereto at any time to require performance by any other party of any provision of this Agreement shall not affect the right of such party to require performance of that provision, and any waiver by any party of any breach of any provision of this Agreement shall not be construed as waiver of any continuing or succeeding breach of such provision, waiver of the provision itself, or waiver of any right under this Agreement.

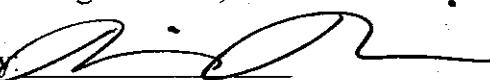
11. Counterpart Execution

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Agreement, then together, shall constitute but one and the same instrument.

The undersigned acknowledge receipt of this Addendum, which taken together with the Agreement constitutes the terms and conditions for the performance of services.

CONTRACTOR
Rockridge Partners, Inc.

Date signed: 2/2/10

By: 
Michael Wilson

COLLEGE
Solano Community College District

Date signed: _____

By: _____
Its: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SABBATICAL LEAVE REPORTS FOR 2008-2009
ACADEMIC YEAR
REQUESTED ACTION: INFORMATION

SUMMARY:

Sabbatical Leave Reports will be presented to the Board as follows:

- Gail Kropp will present "New Uses of Technology in Foreign Language Instruction, Implications for the SCC Foreign Language Curriculum", a report on her fall 2008 sabbatical leave.
- Mary Gotch-Posta will present "Revision of Curriculum, Development of Courses and Research on Pseudoscience", a report on her spring 2009 sabbatical leave.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Marc Lancet, Chair
Sabbatical Leave Committee

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

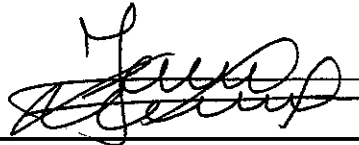
ADDRESS

707-864-7236

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

April 1, 2010
DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



JOWEL C. LAGUERRE Ph.D.
Superintendent/President

April 1, 2010
DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: COMMUNITY SERVICES POLICIES AND FEES
REQUESTED ACTION: INFORMATION

SUMMARY:

The Office of Academic Affairs will present to the Governing Board information on revised policies and fees for Community Services contracts.

The proposed changes are provided under separate cover and are available for review in the Office of the Superintendent/President, the Office of Academic Affairs, and in the Office of the Dean, Physical Education/Wellness/Athletics Division.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert Myers, Dean
PE/Wellness/Athletics Division

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7126

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



JOWEL C. LAGUERRE Ph.D.
Superintendent/President

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED NEW GOVERNING BOARD POLICY, NO. 1140, BUILDING DEDICATION PLAQUES

REQUESTED ACTION: INFORMATION

SUMMARY:

The attached proposed new Governing Board Policy, No. 1140, Building Dedication Plaques, has been developed by the District Policies and Procedures Subcommittee for information and input from the Board. The purpose of the new policy is to recognize and honor the names of individuals who were elected Board members during Bond passage and completion of building projects.

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

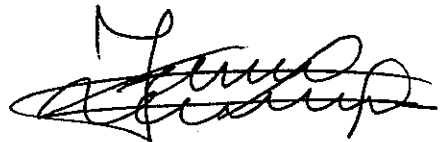
TELEPHONE NUMBER

Administration

ORGANIZATION

April 1, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

April 1, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

BUILDING DEDICATION PLAQUES

1140

POLICY: The Solano Community College District Governing Board recognizes the value of appropriate plaques installed in district facilities as a means of acquainting students and the general public with the history of a particular building. Naming of buildings in honor of individuals who have made substantial contributions to the well-being of the community is seen as a means of honoring such individuals, and as a way to acquaint students and the general public with the outstanding works of others.

Building Plaque Location: Building plaques are to be located on the exterior of the building near the main entrance. The plaque should be sized to complement its surroundings.

Names and Dates on Building Plaques: In keeping with the practice to recognize elected officials and others, the Board wishes to have plaques installed on new construction projects contain the following information:

1. Name of school district
2. Name of building. If the building is named after a person, another plaque containing a brief biography of that person will be hung in an appropriate place.
3. Year of construction (the year in which groundbreaking occurs)
4. Dedication date
5. Names of the following Board members on the Board at the time of dedication as reflected in the Board minutes:
 - President
 - Vice-president
 - Members (alphabetical order)
 - Secretary of the Board (Superintendent/President)
6. Names of the following Board members on the Board when related bond construction measure was passed or other funding sources for building construction were received as reflected in Board minutes.
 - President
 - Vice-president
 - Members (alphabetical order)
 - Secretary of the Board (Superintendent/President)

7. Name of architect
8. Name of contractor

BP1140

JCL:rt

REFERENCES/
AUTHORITY:

Solano Community College District Governing Board

Reviewed:

April 21, 2010

Adopted:

XXXXXXXX

NEW POLICY