

SOLANO COMMUNITY COLLEGE DISTRICT
 GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2009-2010

Short-term/Temporary/Substitute

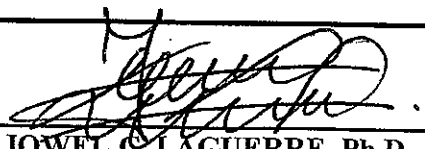
<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Jocelyn Mouton	Counseling	5/11/10 – 6/30/10	\$ 64.71

EMPLOYMENT 2010-2011

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Mostafa Ghous	From MESA Director To Director of Student Development	July 1, 2010
Rashmi Johal	Learning Resources Technician, Access Services From 40 hours week/175 workdays To 40 hours weeks/225 workdays (11-months)	July 1, 2010
Carla Maguire	Learning Resources Technician, From 30 hours week/175 workdays To 40 hours week/226 workdays (11-months)	August 1, 2010

Karen H. Ulrich.
 Director of Human Resources


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

July 9, 2010
 Date Submitted

July 9, 2010
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
July 21, 2010
Page 2

Change in Assignment (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sharron Murray	From Human Resources Specialist- Employment/Recruitment To Administrative Assistant II, Contract Education	July 12, 2010

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Tim Andrews	House Manager	7/26/10 – 6/30/11	\$ 8.00
Jose Balajadia	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Dustin Brown	Theater Technician	7/26/10 – 6/30/11	\$ 12.00
Robert Brown	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Arvid Dahl	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Eddie Del Pilar, Jr.	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Jacqueline Del Pilar	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Leanne Dyer	House Manager	7/26/10 – 6/30/11	\$ 8.00
Jeremy Erickson	Custodian Substitute	7/1/10 – 6/30/11	\$ 12.20
	Grounds Maint. Substitute	7/1/10 – 6/30/11	\$ 13.26
Courtney Fountain	Office Assistant, Financial Aid	7/1/10 – 12/31/10	\$ 9.60
Melinda Grefaldia	Office Assistant, Financial Aid	7/1/10 – 6/30/11	\$ 9.60
Karen Jackson	Reading/Writing Lab Tech	8/18/10 – 5/17/11	\$ 24.81
Maurice Johnson	House Manager	7/26/10 – 6/30/11	\$ 8.00
Leigh Anne Jones	Reading/Writing Lab Technician	8/16/10 – 5/25/11	\$ 22.63
Delson Junker	Theater Technician	7/26/10 – 6/30/11	\$ 12.00
Timothy Laren	Theater Technician	7/26/10 – 6/30/11	\$ 12.00
Joseph Lewis	Custodian Substitute	7/1/10 – 6/30/11	\$ 12.20
	Grounds Maint. Substitute	7/1/10 – 6/30/11	\$ 14.47
	Warehouse Substitute	7/1/10 – 6/30/11	\$ 13.87
	Vehicle & Eqpt. Mech. Substitute	7/1/10 – 6/30/11	\$ 18.00
Tom McPike	Theater Technician	7/26/10 – 6/30/11	\$ 12.00
Jocelyn Mouton	Counseling, CalWORKs	7/1/10 – 6/30/11	\$ 64.71
Daniel Murphy	Office Assistant, Fiscal Services	7/1/10 – 12/22/10	\$ 9.60
Mary Ellen Murphy	Assessment Specialist Substitute	7/1/10 – 8/31/10	\$ 28.07
William Nesler	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
	Grounds Maint. Substitute	7/1/10 – 6/30/11	\$ 13.26
Antoinette Payne	Office Assistant, Financial Aid	7/1/10 – 12/31/10	\$ 9.60
Doris Panduro	Student Services Asst. II, Fin. Aid	7/1/10 – 6/30/11	\$ 15.91
Gina Redisi	Office Assistant, Financial Aid	7/12/10 – 12/19/10	\$ 9.60
Hannah Rokni	Production Assistant	7/26/10 – 6/30/11	\$ 9.60
Lori Rybarczyk	Student Services Asst. II, Fin. Aid	7/1/10 – 6/30/11	\$ 15.91

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
July 21, 2010
Page 3

Short-term/Temporary/Substitute (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount/ Hourly Rate</u>
Serapio			
Samano-Gomez	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Frankie San Nicolas	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
David Snow, Jr.	Production Assistant	7/26/10 – 6/30/11	\$ 9.60
Anna Terry	House Manager	7/26/10 – 6/30/11	\$ 8.00
Edelmira Twohig	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Michael Walter	Warehouse Substitute	7/1/10 – 6/30/11	\$ 13.87
	Courier Substitute	7/1/10 – 6/30/11	\$ 12.68
Connie Watson	Theater Technician	7/26/10 – 6/30/11	\$ 12.00
Tracy White	Custodian Substitute	7/1/10 – 6/30/11	\$ 13.26
Angie Yang	Student Services Asst. II, Fin. Aid	7/1/10 – 6/30/11	\$ 15.91
Evelyn Zlomke	Nursing Instructor	8/1/10 – 12/30/10	\$ 58.84
Andrew Zollinger	Theater Technician	7/26/10 – 6/30/11	\$ 12.00

Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Small Business Development Center (SBDC)			
<u>Charles Eason, Responsible Manager</u>			
Johnnie Barber, Jr.	Consulting & technical assistance, City of Benicia Contract	7/22/10 – 6/30/11	\$ 1,400.00
Robert Schock, Jr.	Consulting & technical assistance, City of Vallejo Contract	7/11/10 – 6/30/11	\$ 1,600.00
Greg Weinerth	Consulting & technical assistance, Solano County Contract	9/1/10 – 9/30/10	\$ 360.00
Student Development			
<u>Shirley Lewis, Responsible Manager</u>			
Lee Y. Woo	Conduct ten Sex Education Seminars for Student Health Center	9/1/10 – 5/30/11	\$ 1,500.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
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Independent Contractors (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Superintendent/President <u>Jowel Laguerre, Responsible Manager</u>			
Ron Cox The ELS Group	Consultant, Fiscal Services Finder's fee	7/13/10 – 12/31/10	\$ 85.00 hour 10% of total comp to Contractor
Chris Myers The ELS Group	Consultant, Research & Planning Finder's fee	8/1/10 – until position is filled	\$ 8,000.00 month \$ 1,000.00 month
Jeff Yterdal	Bookstore Manager	7/7/10 – 9/30/10	\$ 43.98 hour Not to exceed \$ 14,074.00

Workforce & Economic Development/Contract Education
Deborah Mann, Responsible Manager

Lynette Gray	Support grants implementation and activities in Workforce and Economic Development/Contract Education and Training Unit.	7/22/10 – 6/30/11	\$ 38.00 hour Not to exceed \$ 38,000.00
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Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Sherry Currie-Proctor	Co-present, PRIDE pre-service for Foster & Adoptive Parents	8/16/10 – 8/30/10	\$ 540.00
Erica Dumin	Co-present & support, Kinship Support & Information	8/4/10 – 8/25/10	\$ 720.00
Nancy Pewitt	Co-present & support, Kinship Support & Information	8/11/10	\$ 360.00
D. Mary Ann Turley	Co-present, PRIDE pre-service for Foster & Adoptive Parents Co-present & support, Kinship Support & Information	8/19/10 & 8/26/10 8/4/10, 8/18/10 & 8/25/10	\$ 900.00

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Christine Bonilla	Coordinating special assignments as directed by the Director	Math/Science Division/MESA
Maria Delgado	Clerical & registration duties.	Admissions & Records
Jose Garay	Tutoring and other miscellaneous projects as directed by the Director	Math/Science Division/MESA

RESIGNATION

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Kathryn Caruso	Tutoring Center Specialist	7/15/10

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

06/11/10	Vendor Payment	11021999-11022053	\$197,742.81
06/11/10	Vendor Payment	11022054-11022068	\$327,503.73
06/16/10	Vendor Payment	11022069-11022202	\$484,657.25
06/18/10	Vendor Payment	11022203-11022298	\$513,908.55
06/18/10	Vendor Payment	11022299-11022312	\$217,113.64
07/01/10	Vendor Payment	11022313-11022434	\$532,987.37

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 Finance & Administration, and Library.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

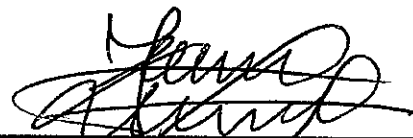
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

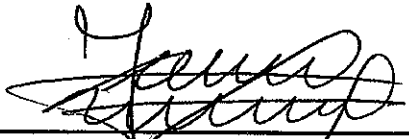
TO: Members of the Governing Board
SUBJECT: RESOLUTION AUTHORIZING YEAR-END TRANSFERS,
RESOLUTION NO. 10/11-01
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11-01, Authorizing Year-End Transfers. The County Superintendent of Schools requests this annual procedure in order to authorize year-end budget transfers between major object codes to facilitate the closing of all fiscal records for the year.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration
PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS
707-864-7209
TELEPHONE NUMBER
Finance & Administration
ORGANIZATION
July 9, 2010
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

July 9, 2010
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION AUTHORIZING YEAR-END TRANSFERS
RESOLUTION NO. 10/11-01

WHEREAS, At the close of any fiscal year the County Superintendent of Schools may, with the consent of the Governing Board of a community college district, make transfers between the undistributed reserve and any expenditure classification or classifications or balance any expenditure classifications of the budget of the district for such fiscal year as is necessary to permit the payment of obligations of the district incurred during such fiscal year; now therefore be it

RESOLVED, That the Solano Community College District Governing Board authorizes the Superintendent/President to make such transfers as stated above for the 2009-10 fiscal year.

PASSED AND ADOPTED This 21st day of July 2010, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION TO APPOINT THE OFFICIAL
PRIMARY AND ALTERNATE REPRESENTATIVE TO THE
NORTHERN CALIFORNIA COMMUNITY COLLEGES
SELF-INSURANCE AUTHORITY,
RESOLUTION NO. 10/11-02

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11-02, for the District to appoint official representatives to the Northern California Community Colleges Self-Insurance Authority (NCCC-SIA). The NCCC-SIA is a joint powers authority and it is through the NCCC-SIA that the District has its workers' compensation and property and liability insurance coverage. According to its Bylaws, each member district has a representative who attends quarterly meetings and has voting privileges as a member of the board. The designated primary representative is Karen H. Ulrich, Director of Human Resources, and the alternate representative is Judy K. Anderson, Executive Assistant, Finance & Administration. The resolution is attached.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

July 9, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 9, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION APPOINTING OFFICIAL REPRESENTATIVE
AND ALTERNATE REPRESENTATIVE TO THE
NORTHERN CALIFORNIA COMMUNITY COLLEGES
SELF-INSURANCE AUTHORITY

RESOLUTION NO. 10/11 – 02

WHEREAS, Solano Community College District is a member of the Northern California
Community Colleges Self-Insurance Authority;

WHEREAS, Northern California Community Colleges Self-Insurance Authority entitles
each member district to have a representative attend all meetings of the Board of Directors;

WHEREAS, The Bylaws of the Northern California Community Colleges Self-Insurance
Authority entitles each member district to appoint this representative; and

WHEREAS, The Bylaws of the Northern California Community Colleges Self-Insurance
Authority entitles each member of the Authority to designate his/her alternate; now therefore be it

RESOLVED, That Karen H. Ulrich, Director of Human Resources, is hereby
appointed as Official Representative, and Judy K. Anderson, Executive Assistant, Finance &
Administration is hereby appointed as Official Alternate for Solano Community College District to
attend the Northern California Community Colleges Self-Insurance Authority meetings.

PASSED AND ADOPTED This 21st day of July 2010, by the Governing Board of
the Solano Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION TO APPOINT THE OFFICIAL PRIMARY
AND ALTERNATE REPRESENTATIVE TO THE
RETIREE HEALTH BENEFIT PROGRAM JOINT
POWERS AGENCY (JPA), RESOLUTION NO. 10/11-03

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11-03, resolution to appoint the official primary and alternate representative to the Retiree Health Benefit Program Joint Powers Agency (JPA). The District has been a member of the JPA since 2005 that is administered by the Community College League of California. The JPA was established by League and provides participating districts: (1) recommendations for the actuarial services required to properly calculate each district's annual post-employment benefit cost and accumulated liability every two years as required; (2) a trust arrangement for accumulating irrevocable benefit funds; and (3) a professionally managed pooled investment program for accumulated benefit funds.

The designated primary representative is Karen H. Ulrich, Director of Human Resources.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

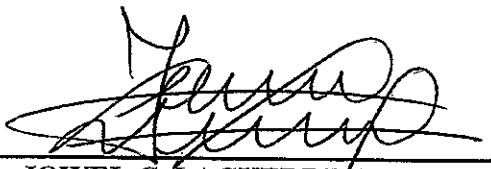
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT


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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION TO APPOINT THE OFFICIAL PRIMARY AND ALTERNATE
REPRESENTATIVE TO THE RETIREE HEALTH BENEFIT PROGRAM
JOINT POWERS AGENCY (JPA)
RESOLUTION NO. 10/11-03**

WHEREAS, The Solano Community College District is a participating member of a Retiree Health Benefit Program Joint Powers Agency (JPA);

WHEREAS, From time to time there is a need to certify the appointment of representatives from the Solano Community College District to the Retiree Health Benefit Program JPA; now therefore be it

RESOLVED, That the Solano Community College District hereby appoints Karen H. Ulrich, Director of Human Resources, to be the designated representative of the District to the Retiree Health Benefit Program JPA.

PASSED AND ADOPTED This 21st day of July 2010, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL AGREEMENT BETWEEN CHILDSTART,
INCORPORATED AND DISTRICT TO PROVIDE SPECIAL
EDUCATIONAL SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

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

The District will provide ECE 071, Language and Literature for ECE), for up to ten ChildStart employees. The training includes 48 hours of instruction. The class is scheduled to start on July 22, 2010. Students who successfully complete the class will be awarded three hours of college credit. The course will be delivered at the ChildStart office.

ChildStart will compensate the District \$10,000.00 for all educational services rendered.

Copies of the agreement are available in the Office of the Superintendent/President, Office of Finance and Administration, 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

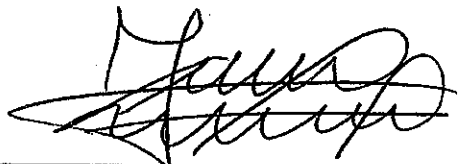
707-864-7195

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

July 9, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 9, 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 071, Language and Literature for ECE, for up to ten (10) ChildStart employees. The training includes forty-eight (48) hours of instruction. The class is scheduled to start on July 22, 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 ten thousand dollars and no cents (\$10,000.00). This fee includes the cost of the instructor, all course materials, and Certificates of Success. 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

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: RENEWAL OF SMALL BUSINESS DEVELOPMENT
CENTER (SBDC) SUBCONTRACT WITH HUMBOLDT
STATE UNIVERSITY SPONSORED PROGRAMS
FOUNDATION

REQUESTED ACTION: APPROVAL

SUMMARY:

The Solano College Small Business Development Center (SBDC) has been operating since January 1, 2010, under a letter of intent to award a contract from Humboldt State University (HSU) Sponsored Programs Foundation, the Lead Center for the Northern California SBDC Program. Federal funds from the Small Business Administration (SBA) flow through the Lead Center to the local SBDCs. The agenda item is to approve the renewal of a grant agreement with the Northern California SBDC Lead Center for Solano College SBDC to provide entrepreneurial and business development training, one-on-one consulting, referrals, and information dissemination to small business owners and prospective owners in Solano County. The amount of the contract is \$182,000, and the term of the contract will cover the twelve-month period from January 1, 2010 through December 31, 2010.

A copy of the grant agreement is available in the Office of the Superintendent/President, the Office of the Finance and Administration, and in the Office of the Small Business Development Center.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, California 94534

ADDRESS

(707) 864-3382

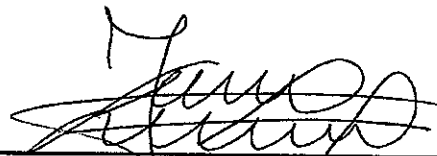
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF CHILD DEVELOPMENT CAREERS
WORKS! PROGRAM GRANT AGREEMENT BETWEEN
THE DISTRICT AND THE FOUNDATION FOR
CALIFORNIA COMMUNITY COLLEGES (FCCC)

REQUESTED ACTION: APPROVAL

SUMMARY:

This renewal grant agreement, 1012-42, is between Solano Community College District and the Foundation for California Community Colleges. It provides funding for students enrolled in CDC-WORKS!, formerly known as the Child Development Careers (TANF-CDC) Program. The total amount of the grant is \$33,400. These monies are used to support a program facilitator, travel, background checks, and other participant support services for an average of 20 former or current CalWORKs students who are majoring in Early Childhood Education and working towards their Child Development permits.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7108

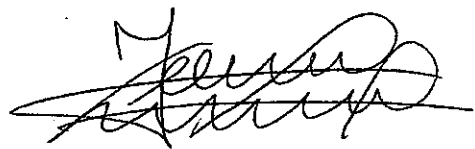
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 9, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 9, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF CHILDREN'S PROGRAMS CONTRACT -
CCTR-0350 AND RESOLUTION
REQUESTED ACTION: APPROVAL

SUMMARY:

This renewal agreement with the state of California, dated July 1, 2010, designated as number CCTR-0350, General Child Development Program, Project Number 48-7055-00-0, shall be funded at a maximum reimbursable amount of \$291,586.00. This amount is less 1% of the amount funded during fiscal year 2009 - 2010. Additional cuts may occur once the state budget is approved and this contract will be amended.

The contract is effective from July 1, 2010 through June 30, 2011 for 192 days of child enrollment at a daily rate not to exceed \$34.38 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of Children's Programs.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

DATE: July 01, 2010

CONTRACT NUMBER: CCTR-0350

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

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

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

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$291,586.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 8,481.0

Minimum Days of Operation (MDO) Requirement 192

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel Laguerre, Ph.D. Superintendent/Pres.			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4000 Guisun Valley Rd., Fairfield, 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 291,586 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0 TOTAL AMOUNT ENCUMBERED TO DATE \$ 291,586	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

Department of General Services use only

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-0350

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 131,410	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 131,410	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 160,176	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 160,176	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
	SIGNATURE OF ACCOUNTING OFFICER	
	DATE	PAGE 20

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College

authorizes entering into local agreement number/s CCTR-0250 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Denis Honeychurch, J.D.	Board President	
Jowel C. Laguerre, Ph.D.	Secretary	

PASSED AND ADOPTED THIS 21st day of July 2010-11, by the Governing Board of Solano Community College District of Solano County, California.

I, Jowel C. Laguerre, Ph.D., Clerk of the Governing Board of Solano Community College District, of Solano County,

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

(Clerk's signature)

(Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF CHILDREN'S PROGRAMS CONTRACT -
CSPP-0620 AND RESOLUTION
REQUESTED ACTION: APPROVAL

SUMMARY:

This renewal agreement with the state of California, dated July 1, 2010, designated as number CSPP-0620, California State Preschool Program, Project Number 48-7055-00-0, shall be funded at a maximum reimbursable amount of \$424,742.00. This amount is less 1% of the amount funded during fiscal year 2009 - 2010. Additional cuts may occur once the state budget is approved and this contract will be amended.

The contract is effective from July 1, 2010 through June 30, 2011 for 192 days of child enrollment at a daily rate not to exceed \$34.38 per child.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of Children's Programs.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

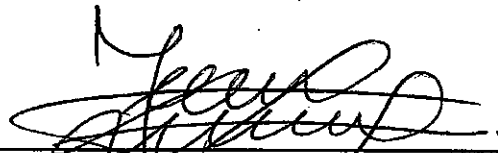
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT



DATE: July 01, 2010

CONTRACT NUMBER: CSPP-0620

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

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

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

The period of performance for this contract is July 01, 2010 through June 30, 2011. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$424,742.00.

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

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 12,354.0

Minimum Days of Operation (MDO) Requirement 192

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowell C. Laguerre, Ph.D., Superintendent/President			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4000 Guinn Valley Rd., Fairfield, Ca 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 424,742	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached	Department of General Services use only			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 424,742	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-0620

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 148,958	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 148,958	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 275,784	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7055				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 275,784	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2010	FISCAL YEAR 2010-2011	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	PAGE 26

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College

authorizes entering into local agreement number/s CAPP-0620 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Denis Honeychurch, J.D.</u>	<u>Board President</u>	_____
<u>Jowel C. Laguerre, Ph.D.</u>	<u>Secretary</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 21st day of July 2010-11, by the Governing Board of Solano Community College District of Solano County, California.

I, Jowel C. Laguerre, Ph.D., Clerk of the Governing Board of Solano Community College District, of Solano County,

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

(Clerk's signature)

(Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED LEGAL COUNSEL FOR MEASURE G BOND
PROJECTS FOR CONSTRUCTION, CONTRACTING, AND
CLOSEOUT ISSUES
REQUESTED ACTION: APPROVAL

SUMMARY:

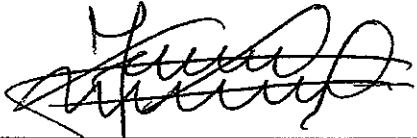
As the District begins the final projects of the Measure G Bond Program, and subsequently moves through the myriad of project and program closeout actions, it becomes even more critical that staff have the ability to obtain accurate and timely legal opinions and assistance on construction, contracting, and closeout issues that arise.

They are able to provide counsel on the entire range of construction and contracting issues from bid protests to change order Error and Omission back charges. They are particularly pro-active for the District and their front-end bid documents are some of the best available.

Board approval is requested for staff to be able to solicit legal assistance on Bond program/project and construction/contracting issues on an as-needed (hourly) basis from Dannis Woliver Kelley.

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
Facilities
ORGANIZATION
July 9, 2010
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

July 9, 2010
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 2010, by and between the Solano Community College District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

District appoints Attorney to represent, advise, and counsel on Measure G Bond, construction and contracting issues from March 1, 2010, through and including June 30, 2011, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

College agrees to pay Attorney not to exceed two hundred sixty-five dollars (\$265) per hour for shareholders, special counsel and of counsel; two hundred fifteen dollars (\$215) per hour for associates; and one hundred twenty-five dollars (\$125) per hour for paralegals and law clerks. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay for major costs and expenses by paying third parties directly including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, Attorney may pay for such costs and expenses and District shall advance costs and expenses to Attorney.

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of

Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.

It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. Because Attorney does not represent many private entities or non-school public entities, Attorney will encounter fewer conflicts of interest than the District would encounter with law firms that represent those types of entities. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

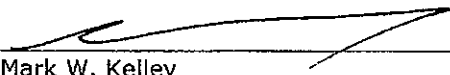
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOLANO COMMUNITY COLLEGE DISTRICT

Jowel C. LaGuerra, Ph.D
Superintendent/President

Date

DANNIS WOLIVER KELLEY



Mark W. Kelley
Attorney at Law

6/16/2010
Date

At its public meeting of _____, 2010, the Board approved this Agreement and authorized the Superintendent/President or Designee to execute this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED AGREEMENT WITH VAVRINEK, TRINE,
DAY & CO. LLP FOR MEASURE G BOND AUDIT
SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a proposed agreement with Vavrinek, Trine, Day & Co. LLP (VTD) to conduct the annual Measure G bond financial and performance audit for the District for fiscal years ending June 30, 2010, 2011, and 2012. The contract amount is not to exceed \$11,000 per fiscal year.

VTD was selected as the District's audit service firm at the May 5 Board meeting.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

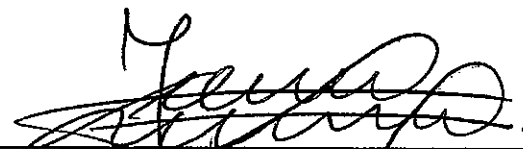
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

July 9, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**


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

July 9, 2010
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



VAVRINEK, TRINE, DAY
& COMPANY, LLP
Certified Public Accountants

VALUE THE DIFFERENCE

BOND FINANCIAL REPORT

July 6, 2010

Governing Board
Solano Community College District and
Citizen's Oversight Committee of the District
4000 Suisun Valley Road
Fairfield, CA 94534

We are pleased to confirm our understanding of the services we are to provide for Solano Community College District (the District) Measure H General Obligation Bond funds. We will audit the financial statements of the Measure G General Obligation Bond Fund, of the Solano Community College District, as of and for the fiscal years ended June 30, 2010, 2011, and 2012.

Audit Objective

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the Measure G General Obligation Bond Funds of the Solano Community College District financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our financial statement preparation services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities of the Measure G General Obligation Bond Funds of the Solano Community College District and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

5000 Hopyard Road, Suite 335 Pleasanton, CA 94588 Tel: 925.734.6600 Fax: 925.734.6611 www.vtdcpa.com

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PAGE 34

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Measure G General Obligation Bond Funds of the Solano Community College District's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash and other confirmations we request and will locate any documents selected by us for testing.

Terri Montgomery is the engagement partner and is responsible for supervising the engagement and signing the report.

We estimate that our fee for this service will be approximately \$4,000 per year. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. We do not anticipate any additional expenses at this time. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

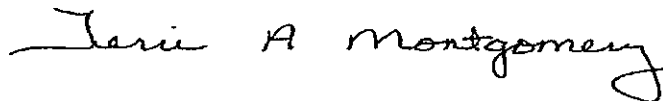
You may request additional services not addressed in this engagement letter. If this occurs, we will communicate with you the scope of additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. It is our firm's policy to retain copies of audit workpapers for seven years, after which they will be destroyed.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The Organizations and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.**

Varinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensed owners will be performing audit services for the Organization.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Terri A. Montgomery
Vavrinek, Trine, Day & Co., LLP

RESPONSE:

This letter correctly sets forth the understanding of Solano Community College District.

Signature

Title

Date



VAVRINEK, TRINE, DAY
& COMPANY, LLP
Certified Public Accountants

VALUE THE DIFFERENCE

PERFORMANCE PROCEDURES

July 6, 2010

Governing Board
Solano Community College District and
Citizen's Oversight Committee of the District
4000 Suisun Valley Road
Fairfield, CA 94535

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Solano Community College District.

We will apply the agreed-upon procedures for the fiscal years ended June 30 2010, 2001, and 2012, related to the Measure G General Obligation Bond which the District and Citizen's Oversight Committee has specified as follows:

1. Verify that a separate building fund of the District has been established to account for the receipt of bond proceeds and expenditure of the funds.
2. Through examination of the bond issue settlement statement and accounting records, verify that the net proceeds from the sale of the General Obligation Bonds were recorded in the separate fund of the District and any amounts set aside for debt service were deposited into the related bond interest and redemption fund.
3. Obtain supporting documentation (invoices, purchase orders, receiving documentation, contracts, etc.) for at least 25% of the annual expenditures and verify that the funds expended complied with the purpose that was specified to the registered voters of the District. Election materials, district resolutions, and other documents available at the District will be used to determine purpose of expenditures for this purpose based on the following selection criteria:
4. For those items selected in item 3, verify that the District's normal purchasing (including quotation and bid requirements) and accounts payable policies and procedures were complied with.

In the event any questionable expenditure is identified, we will recommend that the District obtain opinion of legal counsel and we will inform the District and the committee as to the issues. This engagement is solely to assist the District and the Citizen's Oversight Committee in determining that the Measure G General Obligation Bond funds were spent for the specified purposes.

5000 Hopyard Road, Suite 335 Pleasanton, CA 94588 Tel: 925.734.6600 Fax: 925.734.6611 www.vtdcpa.com

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Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed do not constitute an examination, we will not express an opinion on Solano Community College District's compliance with items noted above. In addition, we have no obligation to perform any procedures beyond those listed.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Citizen's Oversight Committee and the Solano Community College District, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the services detailed above that we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

At the conclusion of our engagement, we will require a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the bond fund expenditures in accordance with the bond initiative and official statement and compliance with the requirements stated therein.

We estimate that our fees for these services will be approximately \$7,000 per year. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. We do not anticipate any additional expenses at this time. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the procedures. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

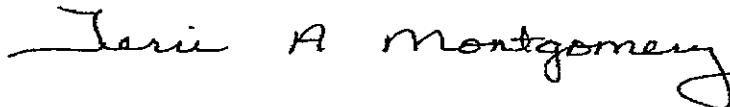
You may request additional services not addressed in this engagement letter. If this occurs, we will communicate with you the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed under the terms of this engagement letter. It is our firm's policy to retain copies of workpapers for seven years, after which they will be destroyed.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The Organizations and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non licensee owners will be performing audit services for the District.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Terri A. Montgomery
Vavrinek, Trine, Day & Co., LLP

RESPONSE:

This letter correctly sets forth the understanding of Solano Community College District.

Signature

Title

Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONTRACT AUTHORIZATION LEVELS
FOR THE SUPERINTENDENT/PRESIDENT

REQUESTED ACTION: APPROVAL

SUMMARY:

In response to and in support of ACCJC Accreditation Standard IV on Leadership and Governance and Recommendation 8-Leadership, as contained in the ACCJC Special Report submitted by the District on October 15, 2009, the Board is requested to approve authorization for the Superintendent/President to approve, enter into, and sign District contracts totaling up to \$75,000 without prior Board approval. Board Policy 3220 delegates the authority to purchase in accordance with Section 20651 of the California Public Contract Code, and Board Policy 3225 delegates authority to the Superintendent/President to enter into contracts on behalf of the District.

(CONTINUED ON NEXT PAGE)

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

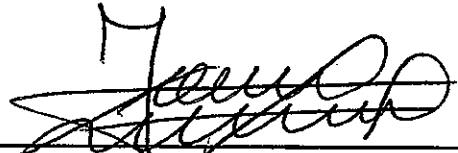
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT AUTHORIZATION LEVELS
FOR THE SUPERINTENDENT/PRESIDENT**

REQUESTED ACTION: APPROVAL

SUMMARY:

(CONTINUED FROM PREVIOUS PAGE)

Annually, the Board of Governors of the California Community Colleges, pursuant to Section 20651 of the California Public Contract Code adjusts the bid threshold to reflect the percentage change in the annual average value of the Implicit Price Deflator for the prior fiscal year rounded to the nearest one hundred dollars (\$100). The Board of Governors has delegated this responsibility (through standing orders) to the Chancellor. The bid threshold for the 2010 calendar year is \$78,500. The Superintendent/President's approval limits would remain at \$75,000. Types of contracts include qualified consulting services, equipment and supplies, and pre-approved positions such as those typically listed on the Human Resources Consent Agenda.

Attached are Board Policy 3220, Board Policy 3225, and the memorandum from the Chancellor's Office establishing the 2010 bid threshold of \$78,500.

SOLANO COMMUNITY COLLEGE DISTRICT

PURCHASING – AUTHORITY TO PURCHASE

3220

POLICY: The Superintendent/President or his/her designee is delegated the authority to purchase supplies, materials, apparatus, equipment and services as necessary to the efficient operation of the District. No such purchase shall exceed the amounts specified by Section 20651 of the California Public Contract Code as amended from time to time. All such transactions shall be reviewed by the Governing Board within sixty (60) days.

**REFERENCES/
AUTHORITY:**

Education Code Section 81656
Public Contracts Code Section 20650

JEH/jka

BP 3220

ADOPTED: November 1, 1971

REVISED: January 21, 1987; October 18, 2006

SOLANO COMMUNITY COLLEGE DISTRICT

BUDGET – CONTRACTS

3225

POLICY: The Governing Board delegates to the Superintendent/President or his/her designee the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

- Contracts are not enforceable obligations until they are ratified by the Governing Board.
- Contracts for work to be done, services to be performed or for goods, equipment or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contracts Code Section 20651 shall require prior approval by the Governing Board.
- When bids are required according to the Public Contracts Code Section 20651, the Governing Board shall award each such contract to the lowest responsible bidder, unless excepted by law, who meets the specifications published by the District and who shall give such security as the Governing Board requires, or rejects all bids.

If the Superintendent/President or his/her designee concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contracts Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Superintendent/President or his/her designee is authorized to proceed with a contract.

**REFERENCES/
AUTHORITY:**

Education Code Sections 81641, et seq;
Public Contracts Code Section 20650, et seq.

JEH/jka
BP 3225

ADOPTED: October 18, 2006

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

1102 Q STREET
SACRAMENTO, CA 95811-6549
(916) 445-8752
HTTP://WWW.CCCCO.EDU



Memorandum

December 16, 2009

FP 09-11
(Via E-Mail Only)

TO: Chief Business Officers
Directors of Purchasing

FROM: Frederick E. Harris, Assistant Vice Chancellor
College Finance and Facilities Planning

SUBJECT: CHANGE IN CONTRACT BID THRESHOLD FOR INFLATION

Public Contract Code (PCC) Section 20651(a) requires the governing board of any community college district to competitively bid and award contracts involving an expenditure of more than \$50,000 for any of the following:

1. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district.
2. Services that are non-construction; and,
3. Repairs to include maintenance as defined in Section 20656, that are not public projects as defined in subdivision (c) of Section 22002.

The Board of Governors of the California Community Colleges, pursuant to PCC Section 20651(d) shall annually adjust the \$50,000 amount specified in Section 20651(a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for the prior fiscal year rounded to the nearest one hundred dollars (\$100). The Board of Governors has delegated this responsibility (through standing orders) to the Chancellor.

The applicable adjustment of 2.31 % applied to the current bid threshold of \$76,700 results in the new threshold of \$78,500 (rounded to the nearest one hundred). This new bid threshold shall commence with the 2010 calendar year.

Please direct questions regarding this subject to Sherry Peters, Facilities Planning Specialist at (916) 322-1438 or speters@cccco.edu.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHILDREN'S PROGRAMS – TUITION INCREASE
REQUESTED ACTION: APPROVAL

SUMMARY:

The program currently charges hourly rates for non-subsidized child care and has not implemented a rate increased since 2008. The proposed increases shall begin August 2010 and are based upon the current market rates for Solano County and the reimbursement rates from the state for subsidized child care.

Tuition will be based upon part-day/full-day enrollment rather than an hourly rate for services.

Non-subsidized enrollment fee schedule

Tuition:	Current rates	New rates
4 months up to 17 months of age	\$7.00/hour	½ day = \$40 full day = \$58
18 months up to 35 months of age	\$6.20/hour	½ day = \$30 full day = \$48
36 months to kindergarten entry	\$5.00/hour	½ day = \$20 full day = \$34

Half day = 4 hours
Full day = over 4.5 hours

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

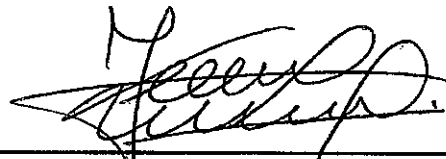
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CHILDREN'S PROGRAMS CONTRACT – CCAP-9088 AND RESOLUTION
REQUESTED ACTION: APPROVAL

SUMMARY:

This agreement with the state of California, dated July 1, 2009, designated as number CCAP-9088, Infant Toddler Resource, Project Number 48-7055-00-9, shall be funded from July 1, 2009 until June 30, 2011, at a maximum reimbursable amount of \$6,949.00. These funds can be used for classroom materials and staff training.

Copies of the full agreement are in the Office of the Superintendent/President, Office of Finance and Administration, and the Office of the Director of the Children's Programs.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Christie Speck, Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7183

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT



CALIFORNIA DEPARTMENT OF EDUCATION
 1430 N Street
 Sacramento, CA 95814-5901

F. Y. 09-10 thru 10-11

DATE: July 01, 2009

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACT NUMBER: CCAP-9088
PROGRAM TYPE: INFANT TODDLER RESOURCE
PROJECT NUMBER: 48-7055-00-9

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to support the Child Care and Development Programs and the California School Age Families Education (CalSAFE) program serving infants and toddlers ages birth to three years in accordance with Exhibit B, "2009/10-2010/11 PROGRAM REQUIREMENTS FOR INFANT AND TODDLER CHILD CARE RESOURCE PROGRAM", (available online at <http://www.cde.ca.gov/fg/aa/cd>), which are attached and by this reference incorporated into this contract. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2009/10-2010/11 Program Requirements for Infant and Toddler Child Care Resource Program, the current Child Care and Development Fund Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period of performance for this contract is July 01, 2009 through June 30, 2011. The amount payable pursuant to this agreement shall not exceed \$6,949.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reports must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2009 through June 30, 2010 shall be included in their 2009-10 audit. Expenditures for the period July 1, 2010 through June 30, 2011 shall be included in the 2010-11 audit. All audits are due by the 15th day of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. LaGuerre, Ph.D., Superintendent/President			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4000 Quinlan Valley Rd., Fairfield, Ca 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,949	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 14867-7055	FC# 93.575	PC# 000172		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,949	ITEM 30.10.020.901 6110-196-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

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

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

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

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Solano Community College
4000 Guigun Valley Rd.
Fairfield, Ca 94534 - Solano County

Check if there is a separate sheet attached listing all workplaces.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY) <u>Solano Community College</u>		CONTRACT # <u>CCAP-9088</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <u>Jonel C. Lagurre, Ph.D., Superintendent/President</u>		
SIGNATURE		DATE

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10-2010/11.

RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College

authorizes entering into local agreement number/s CCAP-9088 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Denis Honeychurch, J.D.</u>	<u>Board President</u>	_____
<u>Jowel C. Laguerre, Ph.D.</u>	<u>Secretary</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 21st day of July 2010-11 by the Governing Board of Solano Community College District of Solano County, California.

I, Jowel C. Laguerre, Ph.D., Clerk of the Governing Board of Solano Community College District of Solano County,

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

(Clerk's signature) (Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FACILITY AGREEMENT WITH SOLANO AQUATIC SEA OTTERS (SASO)
REQUESTED ACTION: APPROVAL

SUMMARY:

The Governing Board approved revised fees for Community Services contracts on May 19, 2010.
Based on an ongoing relationship for over 20 years with SASO, the District has been asked to establish fees for SASO in order for the organization to continue its mission of serving the community at large.
Facility costs for winter and summer use are attached for the Board's review.
Approval is requested at this time to establish a different fee schedule for SASO.

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

July 9, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

July 9, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

**Facility Agreement between Solano Community College
And
Solano Aquatic Sea Otters
June 25, 2010**

1. Solano Aquatic Sea Otters (SASO) will supply officials (6-10) for all SCC home swim meets.

2. Facility costs will be:
 - Winter use:
 - 8 lanes or less=\$24/hour
 - 9-12 lanes=\$26/hour
 - All lanes=\$28/hour
 - Summer use:
 - 8 lanes or less=\$22/hour
 - 9-12 lanes=\$24/hour
 - All lanes=\$27/hour

R. Myers
6/25/10

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: NEW POSITION DESCRIPTIONS FOR DIRECTOR OF STUDENT DEVELOPMENT (CLASSIFIED MANAGER) POSITION AND BOOKSTORE SUPERVISOR (CLASSIFIED SUPERVISOR); REVISED POSITION DESCRIPTIONS FOR CENTER DEAN-VACAVILLE AND CENTER DEAN-VALLEJO (EDUCATIONAL ADMINISTRATORS) IN THE ADMINISTRATIVE LEADERSHIP GROUP

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Attached are two new position descriptions which were created as part of a District restructuring. The new Director of Student Development position will be placed on Range 43; the new Bookstore Supervisor position will be placed on Range 34 of the Administrative Leadership Group salary schedule. The Dean of Student Development & Outreach position; the MESA Director position; and the Bookstore Manager position will all be eliminated.

Also attached are the position descriptions for the Center Dean-Vacaville and the Center Dean-Vallejo which were revised as part of the District restructuring.

We are requesting the Governing Board to approve the attached job descriptions.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

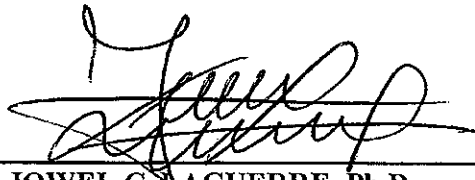
Karen H. Ulrich
Director of Human Resources
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

(707) 864-7122
TELEPHONE NUMBER

Administration
ORGANIZATION

July 9, 2010
DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT


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

July 9, 2010
DATE APPROVED BY SUPERINTENDENT/PRESIDENT

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION**

CLASS TITLE: DIRECTOR STUDENT DEVELOPMENT

BASIC FUNCTION:

Under the direction of the ~~Vice President of Student Services~~, *Dean of Counseling and Special Services*, plan, organize and direct a variety of student development and programs, activities and services including the *MESA (Mathematics, Engineering, and Science Achievement) California Community College Program*, student government, student activities, student clubs, the SCC Re-Entry Program and the Student Health Center; facilitate communications between students and College administration; supervise and evaluate the performance of assigned personnel.

REPRESENTATIVE DUTIES:

Plan, organize, coordinate and direct the College's Student Development Program; *MESA Program*; Re-Entry program; establish goals and objectives; evaluate, modify and implement program activities in accordance with College policies and mission.

Supervise and evaluate the performance of assigned personnel; select, counsel and discipline staff as appropriate.

Oversee and direct student government; ~~teach Student Leadership class~~; oversee student development and control of the ASSC budget; approve expenditures in accordance with established fiscal policies.

~~Direct the recruitment, enrollment, orientation and counseling of re-entry students; develop and manage categorical budgets related to re-entry programs, as needed.~~

Provide technical expertise to student groups in developing leadership skills, budgeting techniques and organizational abilities. Supervise income and expenditures of campus clubs. Direct the redistribution of unspent funds from inactive student clubs.

Serve as advisor and resource person for diverse organizations, projects, committees and other groups; coordinate and oversee activities.

Supervise and attend a variety of student activities and events; negotiate contracts and arrange for transportation for visiting artists. Arrange security, custodial services, ticket-takers and equipment as required.

~~Serve as coordinator and budget supervisor of community-based activities, as assigned, such as the Annual Expanding Your Horizons Conference.~~

Make travel, hotel and conference arrangements for student government; accompany students on over-night and weekend activities, when required.

Develop and control the Student Health Center budget; negotiate, supervise and implement annual contract for Student Health Center with Solano County Department of Health and

Welfare.

Plan, organize, and coordinate health care services for students including the drug and alcohol abuse prevention program.

Negotiate and supervise contracts with ASSC vendors.

Coordinate and schedule the activities and campus events of student clubs and organizations; supervise off-campus vendors selling merchandise on campus; administer and supervise use of the Student Center building.

Communicate with a wide variety of campus and District administrators and personnel as well as community organizations to arrange equipment and facilities use, resolve problems and exchange information.

Plan and coordinate annual College commencement ceremonies.

Prepare, submit and monitor the annual budget for areas of responsibility; research and approve expenditures for services, supplies and equipment according to established fiscal policies.

Supervise and participate in the preparation and maintenance of a variety of records, files and reports related to student development programs and budgets.

Provide technical assistance to campus clubs, organizations and government in developing and designing news releases and photos, posters, announcements and other publicity items to promote campus events and activities.

Prepare and direct the distribution of a variety of written materials such as student bulletins, newsletters, flyers, brochures and orientation materials.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Affirmative Action/Equal Opportunity policy and practices that lead to increased understanding of, sensitivity to, and respect for diverse cultural groups, women and the disabled.

Student services policies and procedures.

Parliamentary procedure, Ralph M. Brown Act, applications of the First Amendment regarding free speech.

Financial and statistical record-keeping techniques.

Budget preparation and control.

Oral and written communication skills.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Principles and practices of supervision, training, and leadership.

Applicable sections of the State Education Code and other applicable laws.
Interpersonal skills using tact, patience and courtesy.
District organization, operations, policies and objectives.

ABILITY TO:

Organize, coordinate and implement a variety of student-related programs, events and activities at a community college.
Direct student government activities.
Provide leadership, support and assistance to student clubs and organizations on campus.
Develop and coordinate re-entry and health care services.
Communicate effectively both orally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Train, supervise and evaluate personnel.
Read, interpret, apply and explain rules, regulations, policies and procedures.
Analyze situations accurately and adopt an effective course of action.
Plan and organize work.

EDUCATION AND EXPERIENCE:

The minimum qualifications for service as an ~~educational administrator~~ *classified manager* shall be the following:

- a) Possession of a ~~master's degree or equivalent~~; *bachelor's degree or equivalent*;
- b) The equivalent of two years of ~~full time secondary, post-secondary teaching~~, experience in *instructional and non-instructional* ~~counseling~~ or student activities, experience; or a combination thereof; and
- c) One year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment which may, but need not be, concurrent with the ~~required full time teaching~~, *instructional* counseling or student activities assignment.

zg:Dir Student Dev
Board approval: 10/16/91
Revised: 5/21/97
4/21/99

**SOLANO COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION**

CLASS TITLE: BOOKSTORE SUPERVISOR

BASIC FUNCTION: Under direction the direction of the Director of Fiscal Services assist in planning, organizing, supervising, and participating in the operations and activities of the Bookstore.

DISTINGUISHING CHARACTERISTICS: This is a classified supervisor position that provides day-to-day oversight of the bookstore and has responsibility for formulation and implementation of district policies, regulations, budget decisions, and supervision of personnel including assignment for work.

REPRESENTATIVE DUTIES:

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

Prepare and maintain records and reports related to bookstore sales.

Hire, supervise, and train, temporary employees as needed during rush periods.

Provide for return of overstock; markdown and put slow sellers on sale.

Communicate with administration, faculty, staff, librarians, students, publishers and vendors regarding bookstore activities and textbook selection; maintain positive campus relationships.

Supervise and participate as needed in receiving, checking, pricing and stocking of course materials and merchandise.

Confer with sales representatives regarding course materials, supplies and other merchandise; evaluate products, prices and availability.

Serve as Chair for the Bookstore Affordability Committee.

As needed, perform maintenance of the Bookstore's internal IBM systems for cash registers and inventory control, including installation of related equipment, software updates, database updates, and working with vendor support personnel to solve problems and maintain the system.

In conjunction with other Bookstore personnel, distribute course material requisitions and analyze book orders; confer with faculty concerning special requests and programs such as Cosmetology, Fire Academies, Nursing, etc.; order and reorder textbooks as needed.

Assist in the supervision of bookstore operations; assist in the quality control of merchandise and books; inspect the store for operational standards and safety; arrange for substitute personnel when needed; train employees; assume responsibility for the bookstore.

Perform other duties as necessary.

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

EDUCATION AND EXPERIENCE: Any combination equivalent to Associate's Degree in business, marketing, or related area and considerable experience in planning, organizing, staffing, leading, and initiating activities in the retail business field with responsibility for supervising employees and purchasing goods for resale. Bachelor's degree and experience in a college/university bookstore is preferred.

OTHER SKILLS AND ABILITIES:

KNOWLEDGE OF:

- Merchandising principles and practices.
- Methods and techniques of purchasing textbooks, supplies and inventory control.
- Publisher practices and related policies.
- Budget development, monitoring, implementation and reporting methods.
- Principles and practices of training and supervision of employees.
- Retail loss prevention, safety, and security practices and techniques.
- Computerized cash registers and cash handling systems and procedures.
- Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college staff and students.

ABILITY TO:

- Plan, organize, and supervise the daily operation of a retail business.
- Keep store records and maintain a bookkeeping system.
- Supervise and schedule seasonal staff.
- Review and analyze department budgets and financial records.
- Learn state, Federal and local laws and regulations related to the Bookstore operation.
- Assign, monitor, and evaluate the work of others.
- Operate standard office machines and equipment, common software applications and enter and retrieve data in an appropriate format.
- Effectively communicate with individuals for whom English is not a primary language.
- Appropriately interact with a diverse population to include students, staff, faculty, and the public.
- Learn and apply college and district policies and procedures.
- Work within a complex integrated Enterprise Resource Planning (ERP) systems.

TL/zg: 7/2/10

Board approved: _____

**SOLANO COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION**

CLASS TITLE: CENTER DEAN – VACAVILLE CENTER (Educational Administrator)

BASIC FUNCTION:

Under the direction of the Superintendent/President, directs, manages, supervises, and coordinates activities and staff *at the Vacaville Center, Travis Air Force Base site, and programs based at these sites*; serves as the chief academic and student affairs leader of the Center; coordinates Center activities with the Deans. Collaborates with district departments as necessary for ongoing operations.

REPRESENTATIVE DUTIES

Provides leadership, direction, and support of the daily operation of a Center; participates in the development of and manages the implementation of goals, objectives, policies, and priorities for the Center; recommends and administers policies and procedures.

Assumes responsibility for the Aeronautics Program.

Assumes the leadership role in curriculum planning and scheduling. Collaborates with Division Deans in planning and scheduling Center instructional programs; monitoring the efficiency and effectiveness of service delivery methods and procedures; in identifying opportunities for improvement; and in implementing improvements.

Supervises the Center's student registration process, including on-line student registration systems and related activities, coordinating activities with Offices of Admissions and Records, Bookstore, and Information Systems.

Manages in collaboration with other departments and divisions student support services including counseling, assessment, financial aid, health services, textbook delivery, IT support, and library resources.

Supports and enhances the development and growth of the Center.

Serves on College committees and makes written and oral presentations to College and community groups as requested.

Participates in campus-wide activities as appropriate.

Performs studies, surveys, and management analysis relating to the Center; and submits reports to meet all local, state, and federal mandates.

Collects and analyzes data pertaining to students, class counts, enrollment, and other statistical information.

Develops and maintains constructive contact, working relationships, and community involvement with the area agencies such as chambers of commerce and city governments,

serving as a college liaison to various business, educational, and governmental entities; communicates with and determines education needs of community.

Facilitates local partnerships with feeder high schools in collaboration with Administration and Deans.

Assists in evaluation of faculty and ensures the implementation of collective bargaining agreements.

Develops office and operational procedures manuals.

Monitors and facilitates the maintenance and repairs of the Center in collaboration with the Facilities Department.

Coordinates with Division Deans, College Police, and city fire and police services to ensure a safe, secure work and learning environment.

Selects, trains, motivates, and evaluates assigned classified staff, including providing or coordinating staff training; working with employees to correct deficiencies; implementing discipline and termination procedures.

Researches, analyzes, and makes recommendations on staffing needs.

Maintains an accurate inventory of equipment and supplies; assesses needs to repair, replace or acquire equipment.

Develops and administers assigned budgets; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring and approval of expenditures; directs and implements adjustments as necessary.

Performs related duties and responsibilities as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Higher education mission, organization, operations, policies and objectives in community colleges.

Organizational and management practices as applied to the policies and operational needs of the Center.

Current teaching and learning methods.

Budget preparation and administration. Principles and practices of supervision, training, and performance and teaching evaluation.

Pertinent federal, state, and local laws, codes and regulations.

Provisions of Collective Bargaining Agreements.

Principles of public relations.

ABILITY TO:

Provide professional leadership and direction for the assigned operation.

- Recommend and implement goals, objectives, and practices for providing effective and efficient services.
- Work within complex, integrated Enterprise Resource Planning (ERP) systems.
- Investigate, analyze and make recommendations for needed courses and program direction.
- Prepare and administer budget.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods, procedures and techniques.
- Learn, interpret and apply District policies and procedures.
- Prepare clear and concise administrative and financial reports.
- Interpret and apply federal, state, and local laws, regulations, policies, and procedures.
- Maintain accurate schedules, arrangements and records.
- Manage, direct, work effectively with, and coordinate the work of assigned staff.
- Select, supervise, train, and evaluate classified staff; evaluate faculty.
- Communicate effectively, both verbally and in writing, with faculty and staff, students, and community members. Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- Work cooperatively with other administrators and staff to offer effective services to students.
- Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.
- Work with Board/District approved guidelines to establish positive media and community relations.

EDUCATION AND EXPERIENCE:

The minimum qualifications for service as a Center educational administrator shall be the following:

- a. Possession of a master's degree from a regionally accredited institution of higher education or equivalent in a college discipline or education.
- b. One year of formal training, internship, or leadership experience reasonably related to the leadership of a College Center; one year of teaching experience at the high school or college level preferred.
- c. Three years of increasingly responsible leadership experience; community college experience preferred.

TL/zg:2/9/10

Board approved: 3-17-10

**SOLANO COMMUNITY COLLEGE DISTRICT
POSITION DESCRIPTION**

CLASS TITLE: CENTER DEAN – VALLEJO (Educational Administrator)

BASIC FUNCTION:

Under the direction of the Superintendent/President, directs, manages, supervises, and coordinates activities and staff *at the Vallejo Center and programs based at this site*; serves as the chief academic and student affairs leader of the Center; coordinates Center activities with the Deans. Collaborates with district departments as necessary for ongoing operations.

REPRESENTATIVE DUTIES

Provides leadership, direction, and support of the daily operation of a Center; participates in the development of and manages the implementation of goals, objectives, policies, and priorities for the Center; recommends and administers policies and procedures.

Assumes the leadership role in curriculum planning and scheduling. Collaborates with Division Deans in planning and scheduling Center instructional programs; monitoring the efficiency and effectiveness of service delivery methods and procedures; in identifying opportunities for improvement; and in implementing improvements.

Supervises the Center's student registration process, including on-line student registration systems and related activities, coordinating activities with Offices of Admissions and Records, Bookstore, and Information Systems.

Manages in collaboration with other departments and divisions student support services including counseling, assessment, financial aid, health services, textbook delivery, IT support, and library resources.

Supports and enhances the development and growth of the Center.

Serves on College committees and makes written and oral presentations to College and community groups as requested.

Participates in campus-wide activities as appropriate.

Performs studies, surveys, and management analysis relating to the Center; and submits reports to meet all local, state, and federal mandates.

Collects and analyzes data pertaining to students, class counts, enrollment, and other statistical information.

Develops and maintains constructive contact, working relationships, and community involvement with the area agencies such as chambers of commerce and city governments,

serving as a college liaison to various business, educational, and governmental entities; communicates with and determines education needs of community.

Facilitates local partnerships with feeder high schools in collaboration with Administration and Deans.

Assists in evaluation of faculty and ensures the implementation of collective bargaining agreements.

Develops office and operational procedures manuals.

Monitors and facilitates the maintenance and repairs of the Center in collaboration with the Facilities Department.

Coordinates with Division Deans, College Police, and city fire and police services to ensure a safe, secure work and learning environment.

Selects, trains, motivates, and evaluates assigned classified staff, including providing or coordinating staff training; working with employees to correct deficiencies; implementing discipline and termination procedures.

Researches, analyzes, and makes recommendations on staffing needs.

Maintains an accurate inventory of equipment and supplies; assesses needs to repair, replace or acquire equipment.

Develops and administers assigned budgets; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring and approval of expenditures; directs and implements adjustments as necessary.

Performs related duties and responsibilities as assigned.

KNOWLEDGE AND ABILITIES:

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ABILITY TO:

Provide professional leadership and direction for the assigned operation.

Recommend and implement goals, objectives, and practices for providing effective and efficient services.

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

Investigate, analyze and make recommendations for needed courses and program direction.

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Research, analyze, and evaluate new service delivery methods, procedures and techniques.

Learn, interpret and apply District policies and procedures.

Prepare clear and concise administrative and financial reports.

Interpret and apply federal, state, and local laws, regulations, policies, and procedures.

Maintain accurate schedules, arrangements and records.

Manage, direct, work effectively with, and coordinate the work of assigned staff.

Select, supervise, train, and evaluate classified staff; evaluate faculty.

Communicate effectively, both verbally and in writing, with faculty and staff, students, and community members. Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

Work cooperatively with other administrators and staff to offer effective services to students.

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- c. Three years of increasingly responsible leadership experience; community college experience preferred.

TL/zg:2/9/10

Board approved: 3-17-10

Revised: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE G CITIZENS' BOND OVERSIGHT
COMMITTEE ANNUAL REPORT FOR 2009-10
REQUESTED ACTION: INFORMATION

SUMMARY:

In accordance with the Bylaws established and approved for the Measure G Citizens' Bond Oversight Committee (CBOC) by the Governing Board, Mr. Jesse Branch, Chairperson of the CBOC, will present the 2009-10 Annual Report to the Board.

The CBOC is required to report to the Board on an annual basis on whether the District is in compliance with the accountability requirements of Proposition 39 and present a summary of the committee's proceedings, activities, and any findings and recommendations relative to the prior year.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Roy V. Stutzman, Consultant
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

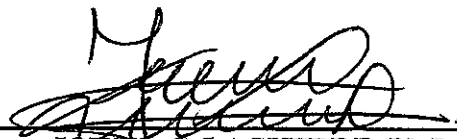
TELEPHONE NUMBER

Administration

ORGANIZATION

July 9, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 9, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



4000 Suisun Valley Road, Fairfield, CA 94534-31 97

"Transforming Students' Lives!"

Measure G Citizens' Bond Oversight Committee Annual Report 2009-10

Measure G Citizens' Bond Oversight Committee Members 2009-10

Stan Arterberry
Vallejo
Business

Jesse Branch, Chair
Fairfield
College Foundation/Boosters

James Conlow
Benicia
Construction/Trades

Frank Crim, Vice Chair
Vacaville
Construction/Trades

Bruce DuClair
Vacaville
Taxpayers' Association

Jack Goldsmith
Vallejo
Senior Citizens

Melvin Jordan
Benicia
Civic/Professional

Carol Landry
Vacaville
Business

Lillian Nelson
Vacaville
Student



Letter from Jesse Branch, Chairperson of the Measure G Citizens' Bond Oversight Committee

To the Members of the Governing Board and the Community We Serve:

Welcome to the Solano Community College District's Measure G Citizens' Bond Oversight Committee 2009-10 Annual Report. As your representative, it our committee's duty and privilege to oversee the expenditures of funds approved by voters to update facilities at the Fairfield main campus and construct two new educational centers.

This committee represents a cross-section of the college's service region, which includes seven cities. Over the last year, it has been our pleasure to work with the students, administration, staff and faculty. As the Chairperson, I can assure you that the people in this District is working diligently to ensure that every Measure G dollar is spent efficiently on those projects that are most vital to the mission of the District, in providing quality, affordable, accessible educational opportunities to all citizens in the community.

It is exciting to be part of changes that will ensure that our local college continues to be a valuable resource to our residents and employers. As you will find in this report, many projects are complete, including repairs to aging facilities at the Fairfield campus. The infrastructure improvements, along with the latest technology, will enhance the learning experience.

The committee wishes to thank Dr. Jowel C. Laguerre, Superintendent/President; Carey C. Roth, Vice President of Administrative & Business Services; David Froehlich, Director of Facilities; and Lester Young, Program Manager of Kitchell CEM for all their support and assistance. A special thank you to Judy Anderson, in Administrative & Business Services, for helping to produce this report and all her administrative support to the committee.

Respectfully Submitted,
Jesse Branch, Chair

District Governing Board

Denis Honeychurch, J.D., President
Sarah E. Chapman
Pam Keith
Rosemary Thurston
Tom Henry, Special Trustee

A. Marie Young, Vice President
James M. Claffey
Phil McCaffrey
John M. Glidden, Student Trustee
Jowel C. Laguerre, Ph.D., Secretary
Superintendent/President

Measure G Activities in Review

Many Measure G projects were completed and are benefitting students in their educational experience at Solano College.

The new Building 400—Student Services Center, opened in February 2008 and is a one-stop location to do everything from registering for classes, seeing a counselor, obtaining financial aid assistance, seek veterans' services, and much more.

Building 1400—Student Union, underwent a major renovation of the bookstore, faculty & staff lounge, student development and student government offices. The cafeteria and lobby was renovated and is a more inviting space for students to relax and study.

Our popular Physical Education & Athletics Department, Building 1700, has a completely renovated gymnasium, plus

a new Adaptive PE center, athletic training room, and cardio room that was a major need for many years.

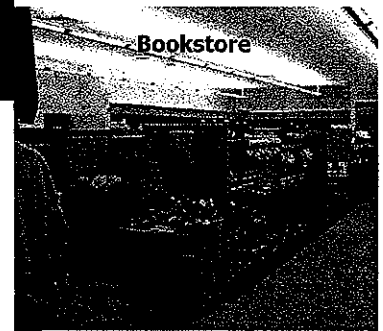
In addition, the athletic fields (softball and soccer) were renovated and are very popular intercollegiate sports programs in which the college has excelled and won statewide and national tournaments.

The CBOC members toured all the bond projects during and after construction activities.

Important "unseen" but certainly not unnoticed, were projects affecting the college's utilities and infrastructure were also done to upgrade and replace several aging deteriorated items such as chillers and boilers, irrigation system,

hydronics, pump station, and electrical systems. The replaced systems are much more energy-efficient. ADA improvements were made for statutory compliance as well.

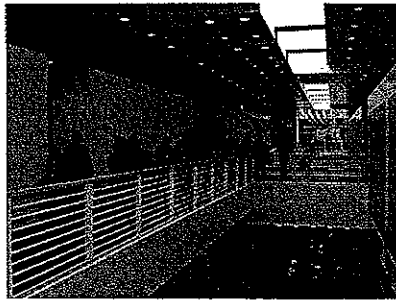
"Solano College is the jewel of Solano County"



Bookstore

Bond Financial Audit

In accordance with Proposition 39, Measure G contains strict financial safeguards including a requirement that an independent audit be conducted annually to insure that bond funds are spent on classroom and facility improvements as identified in the ballot measure.

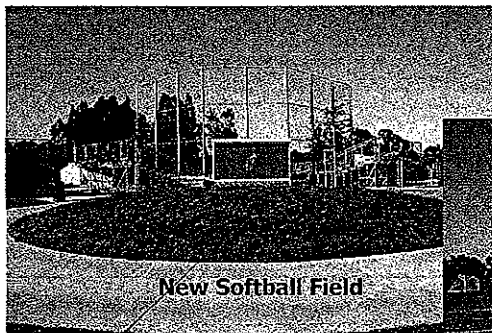


The District's audit firm, Perry-Smith LLP, performed a District audit for 2008-09, which included Measure G, and did not report any findings and recommendations. The District and auditors continue work on Measure G accounting.

"Come to visit, stay to learn"



Student Union Conference



New Softball Field

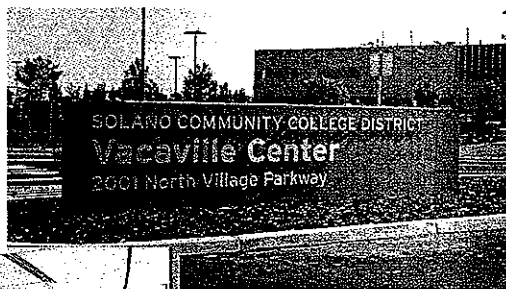
More photos of newly renovated facilities and athletic fields.



Soccer Field

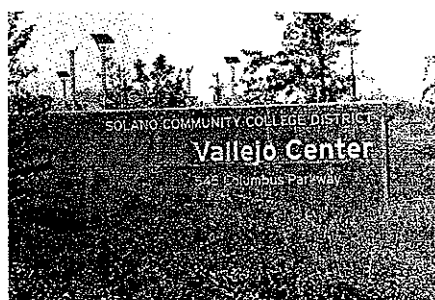
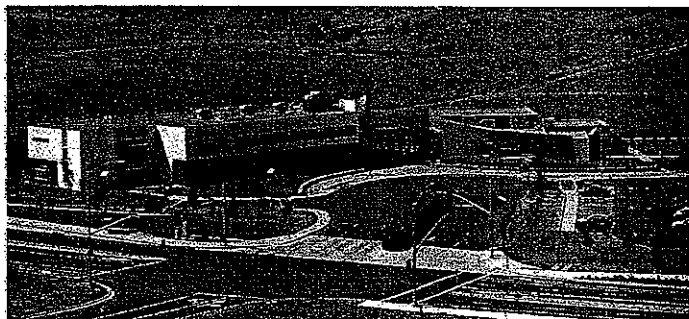
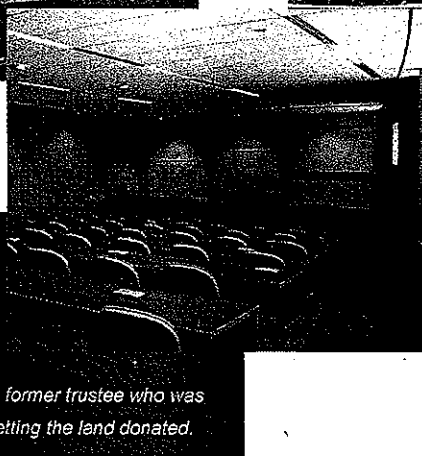


Cafeteria Dining Room



This is a state-of-the-art building which consists of 10 classrooms, including two science labs, two computer labs, a multi-purpose room and much more. The location of this center is ideal for students from Winters, Dixon, Vacaville and other nearby communities.

"Build it and they will come." The Vacaville Center was named in honor of Barbara J. Jones, former trustee who was instrumental in getting the land donated.

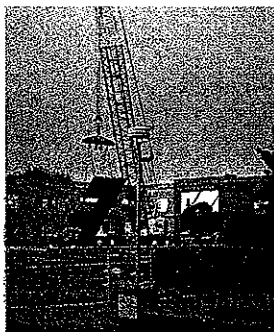


The Vallejo Center offers most of the classes required to go on to a four-year institution — we are going to partner with Sonoma State University to offer BA degrees. There are 15 classrooms, five labs, and a multi-purpose room for

P.E. classes. The location is very convenient with easy access to Interstate 80 and Columbus Parkway. It is the "pride and joy of Vallejo." The Vallejo Center building was named in honor of the late Bill Thurston, former trustee and instructor at the college.



Building 400, Student Services Center



Building 400, Student Services Center, is a one-stop center for student registration, counseling, financial aid, students with disabilities services, career placement, and an assessment center.



ACTIVITY REPORT THROUGH March 31, 2010 Final

MEASURE G COMPLETED PROJECTS				
No	Project Name	Original Project Budget	Current Project Budget	Projected Cost at Completion
1	Bldg 400 - Student Services Center	\$ 15,137,293	\$ 15,474,099	\$ 14,740,743
2	Bldg 100 - LRC/Academic Affairs	-	5,101,763	5,101,763
13	Bldg 1400 Modernization	2,413,504	5,713,572	5,713,572
15	Utility Infrastructure I - Hydronics	3,664,550	3,503,822	3,774,098
16	Utility Infrastructure II	1,117,250	2,843,248	2,843,248
17	Sports Complex - Phase I	7,288,066	3,317,630	4,983,055
20	Bldg 300 Renovation/Equip	1,570,619	1,890,643	2,036,878
21	Bldg 500 Renovation/Equip	1,226,661	1,686,610	1,801,998
27	Bldg 1500 Renovation/Equip	302,331	825,111	1,121,053
29	Bldg 1700 Renovation/Equip	4,021,468	14,565,949	14,100,000
30	Bldg 1800A Renovation/Equip	355,610	3,380,269	2,742,070
31	Bldg 1800B Renovation/Equip	1,122,496	-	-
33	Nut Tree	-	446,018	260,622
43	1800B Swing Space	-	3,356,135	3,183,056
17a	Sports Complex - Tennis Courts	361,300	361,300	310,059
41a	Irrigation Replacement	275,950	275,950	218,031
41b	Hot Water Valves	47,250	47,250	38,244
41c	Motor Control Center	23,858	23,858	5,135
41d	Tennis Court Lighting	47,620	47,620	47,620
41e	Retrofit Lighting in Cosmetology	14,500	14,500	8,325
41f	Replace Pool Complex Lighting	42,850	42,850	18,274
41g	Replace Master Clock System	213,700	213,700	94,075
41h	SID pump station	77,860	77,860	77,860
	<u>700/800/Annex</u>			
4	Bldg 700/800 Joint Office Project (Bldg. 900)	2,037,273	3,537,884	131,626
22	Bldg 700 Renovation/Equip	948,286	2,672,870	7,316,593
23	Bldg 800 Renovation/Equip	1,542,560	1,850,885	376,114
	<u>Vallejo Center</u>			
3	Vallejo Site Property Acquisition	3,750,000	3,808,626	3,755,789
10	Vallejo Center - Off Site	2,644,807	-	-
11	Vallejo Center - On Site	3,286,805	1,386,805	
12	Vallejo Center - Design + Construction	12,711,875	14,985,875	18,739,848
5	ADA Phase I	2,491,926	190,292	-
6	ADA Phase II	709,378	20,694	358,887
	Subtotal	\$ 69,447,646	\$ 91,663,688	\$ 93,898,636

MEASURE G PROJECTS IN PROGRESS				
No	Project Name	Original Project Budget	Current Project Budget	Projected Cost at Completion
7	Vacaville Center - Off Site	\$ 2,800,000	\$ 4,886,805	\$ -
8	Vacaville Center - On Site	3,286,805	2,800,000	3,500,000
9	Vacaville Center - Design + Construction	12,711,875	19,850,356	20,878,402
25	Bldg 1200 Renovation/Equip	1,232,781	2,480,042	5,250,000
26	Bldg 1300 Renovation/Equip	864,681	-	3,250,000
34	Bldg 1900 Renovation/Equip	180,162	341,784	341,784
36	Upgrade Security/Ext. Lighting	998,025	600,000	600,000
40	Bldg 600 Renovation/Equip	819,372	-	150,000
45	Campus-wide Technology Upgrade	-	2,625,000	2,625,000
	Overall Program Costs	-	7,407,044	7,407,044
	Special Consultants/Studies			3,000,000
	Subtotal	\$ 22,893,701	\$ 40,991,031	\$ 47,002,230
MEASURE G FUTURE PLANNED PROJECTS				
No	Project Name	Original Project Budget	Current Project Budget	Projected Cost at Completion
14	Bldg 1400 Renovation - Kitchen	\$ 68,235	\$ -	
18	Sports Complex - Phase II	6,258,574	-	
19	Bldg 100- Graphics/LRC Equip.	15,103,850	-	
24	Bldg 1000 Renovation/Equip (Formally Bldg. 900)	304,561	-	38,409
28	Bldg 1600 Renovation/Equipment	268,612	877,245	877,245
32	Bldg 200A and 200B	37,987	-	
35	Bldg 2110 Pool and Pool Mechanical	-	-	
37	Demolish Portables	378,000	361,421	361,421
38	Bldg 1100 - Police and Public Services	1,190,000	-	
39	Landscape Building Pads	361,000	-	
41	College Infrastructure	7,762,304	-	-
42	Bldg 2112 Stadium Renovation/Equipment	425,530	-	
	Subtotal	32,158,653	1,238,666	1,277,075
	Totals	\$ 124,500,000	\$ 133,893,385	\$ 142,177,941
	Program Reserve (Current Budget)	\$ -	\$ (133,893,385)	
	Program Reserve Projected	\$ -	\$ -	\$ (142,177,941)

The Project Number is based on the original list of 42 projects approved in November, 2002

About Measure G

Measure G is a \$124.5 million general obligation bond measure passed by voters in November, 2002. The funds were used by the District to repair and renovate aging campus buildings, make needed safety and infrastructure improvements, modernize classrooms, science and technology labs, and construct educational centers in Vallejo and Vacaville.

California voters passed Proposition 39 in 2000. It enables some school bond measures to pass with 55% voter approval, while traditional school bond measures required 66% or 2/3 voter approval. Property owners pay for the bond via an assessment on property taxes. The cap is \$60 per \$100,000 of assessed (not market) valuation of property.

Proposition 39 dictates that the District can use bond funds only for projects specified on a list provided to the County Registrar of Voters. The funds cannot be used for staff salaries or fund any other projects.

Proposition 39 also mandates the formation of a Citizens' Bond Oversight Committee (CBOC). The District's Governing Board approved such a committee and its Bylaws in February 2003. The CBOC members are appointed by the Board and charged with ensuring that bond expenditures are appropriate, legal, and that a financial and performance audit is conducted annually. It can make recommendations to the Governing Board and are required to make an annual report to the public.

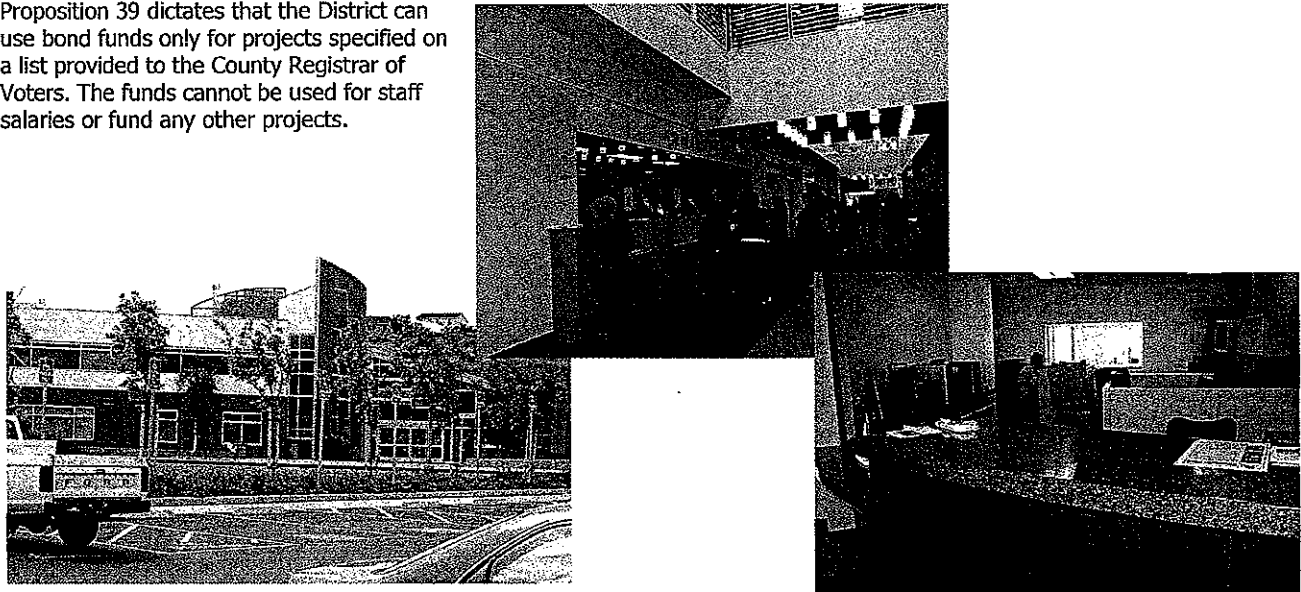
The Measure G Citizens' Bond Oversight Committee (CBOC) is established in accordance with the mandates of Proposition 39. The CBOC has Bylaws and members are appointed by the District's Governing Board.

The CBOC meets quarterly and is comprised of nine members representing various required constituent groups from throughout the District's service region. CBOC members serve a two-year term and may be extended one additional term.

How to Contact the Committee:

Phone: 707.864.7147

Email: judy.anderson@solano.edu



"Transforming Students' Lives!"

www.solano.edu

Superintendent/President:

Jowel C. Laguerre, Ph.D.

Finance & Administration Staff:

Roy V. Stutzman, Consultant

David V. Froehlich, Director, Facilities

Judy K. Anderson, Executive Assistant

Kitchell CEM:

David Gianelli, Operations Manager

Lester Young, Program Manager

FAIRFIELD CAMPUS
4000 SUISUN VALLEY ROAD
FAIRFIELD, CA 94534
707.864.7000

Vacaville Center
2001 N. Village Parkway
Vacaville, CA 95688
707.863.7872

Vallejo Center
545 Columbus Parkway
Vallejo, CA 94591
707.642.8188

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD HOW DO WE RATE CHECKLIST
SUMMARY

REQUESTED ACTION: INFORMATION

SUMMARY:

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

The Accreditation Leadership Subcommittee will present for information the results of the second quarter "How Do We Rate Checklist" summary for April, May, and June 2010. This checklist is used as a tool in evaluating the progress of the Solano Community College District Governing Board in identifying the institution's resolution of the Accreditation Team recommendations.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

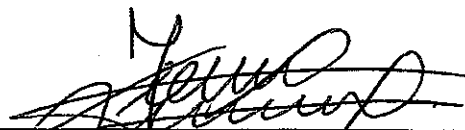
TELEPHONE NUMBER

Administration

ORGANIZATION

July 9, 2010

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

July 9, 2010

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Solano Community College District Governing Board
Board's Leadership: How Do We Rate Checklist

Name (Optional) SIX PARTICIPANTS

Date July 21, 2010

Please check the applicable boxes in Sections A and B.

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

Section B: Quarter/Date Rated

(October/November/December) _____ (April/May/June) July 21, 2010
 (January/February/March) _____ (July/August/September) _____

INSTRUCTIONS:

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

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

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

14.	Do we keep the CEO informed about our contacts in the community, discussions with legislators and other policymakers, calls from citizens or College staff, and any visits to the College as related to College business?	Yes 6	No 0
15.	Do we help the CEO in being effective by not making unnecessary demands on him or her?	Yes 6	No 0
16.	Do we provide guidance, support, dialogue, information, and feedback to our CEO?	Yes 6	No 0
17.	Do we rely on our CEO for leadership and have confidence in his or her recommendations?	Yes 6	No 0
18.	Is our time spent in governing, not managing, the institution?	Yes 6	No 0
19.	Is the Board sensitive to the concerns of students and employees while maintaining impartiality and support for the CEO?	Yes 6	No 0
20.	Do we honor the professionalism of College staff by allowing them to perform their duties?	Yes 6	No 0
21.	As trustees, do we monitor ourselves carefully to ensure that offering opinions to the CEO and staff is not construed as directions?	Yes 6	No 0
22.	When issues arise, do we question whether the decision or action we are about to take reinforce our policy role, or is it an administrative decision?	Yes 6	No 0
23.	Do the Board President and the CEO emphasize that individual Trustees' opinions are simply opinions and that the only legitimate direction to the CEO comes from the Board as a whole?	Yes 6	No 0
24.	Do we have a clear understanding as a Board of what responsibilities have been delegated to the CEO?	Yes 6	No 0
25.	Do we recognize that the Board (not a single Trustee) has the legal right to give direction to only one employee, the CEO?	Yes 6	No 0
26.	Have we done anything as a Board this quarter to foster trust? If your answer is "Yes", write on the flipside of this page what we did this quarter as a Board to foster trust.	Yes 5	No 1
27.	Do we acknowledge that the CEO directs the staff, not the Board?	Yes 6	No 0
28.	Are we willing to invest the time in planning meetings to ensure success? [generate items; develop criteria; apply criteria]	Yes 6	No 0
29.	Do we model the behaviors that the Board values? [consensus building? starting/finishing on time? moving the agenda forward?]	Yes 6	No 0
30.	Do the CEO, Board President and other Trustees have a cooperative relationship?	Yes 6	No 0
31.	Are we willing to invest the time to create an identity for our Board and a sense of teamwork?	Yes 6	No 0
32.	Does the Board work effectively to move deliberations and operations to the level of setting policy, goals, priorities, processes and frameworks, and monitor implementation?	Yes 6	No 0
33.	Do we provide fair, consistent, and constructive feedback to the CEO?	Yes 6	No 0

Section D: Please compute your score below.

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

TOTAL SCORE _____

6 = **Effective:** 90 or above

B. Summary

- i. What score did you give the Board? _____
- ii. What are our strong points this quarter? (List areas by the applicable number(s) in the first column):

One Participant Commented: Cooperation and collegiality continues.

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

One Participant Commented: Remember that the "Board's Code of Ethics/Conduct" applies all the time and equally.

One Participant Commented: We need every one of us to fully participate.

One Participant Commented: Areas 13, 17, and 33.

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

- | | | | |
|--------------------------|-------------------------------|--------------------------|--------------------------------|
| 6 | Effective: 90 or above | <input type="checkbox"/> | Good: 78 – 87 |
| <input type="checkbox"/> | Average: 66 – 75 | <input type="checkbox"/> | Below Average: Under 66 |

- D. Has our Board been an effective leader this quarter? 6 If not, what will it take to become one next quarter? (Write your response on the flipside of pages 1 and/or 2 of this document.)

Six Participants Commented: Yes