

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR - DONATION
REQUESTED ACTION: APPROVAL

SUMMARY:

<u>NAME AND ADDRESS</u>	<u>ITEM</u>	<u>DEPARTMENT</u>
California College of the Arts 5212 Broadway Oakland, CA 94681	Lithography Press	Printmaking Program Fine and Applied Arts/ Behavioral Sciences Division

Government Code: *Board Policy:* *Estimated Fiscal Impact: In-Kind Gift \$4,000*

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

Leslie Rota, Dean
Fine and Applied Arts/Behavioral Sciences

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7000, ext. 4350

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2010

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 4, 2010

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

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

EMPLOYMENT 2010-2011

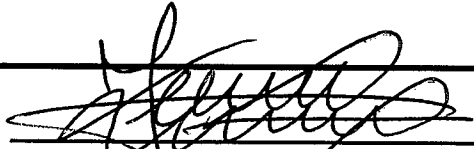
Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
To be announced	Vice President, Finance & Administration	To be determined	To be determined

Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Philip Andreini	Title change, From Dean, Humanities To Dean, Humanities and Interim Director of the Library	7/1/10	No change
Deborah Mann	Title change, From Program Developer, Workforce & Economic Development-Contract Education To Director, Workforce & Economic Development	10/1/10	No change
To be announced	Administrative Assistant III, Vacaville Center	To be determined	To be determined

Karen H. Ulrich
 Director of Human Resources


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

November 4, 2010
 Date Submitted

November 4, 2010
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

November 17, 2010

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Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Sally Baldwin	Assistant Swim/Dive Coach	11/18/10 – 5/25/11	\$ 4,500.00 stipend
Margo Davidson	Human Resources Specialist	11/18/10 – 5/31/11	Not to exceed \$ 27.83 hour
Courtney Fountain	Office Assistant, Financial Aid	11/11/10 – 6/30/11	\$ 9.60 hour
Angelina Johnson-Holman	Production Assistant	11/19/10 – 6/30/11	\$ 9.60 hour
Elizabeth Martinez	Veteran's Specialist Substitute	11/18/10 – 2/28/11	\$ 17.40 hour
Patrick Mitchell	Textbook stocking, Bookstore	1/1/11 – 6/30/11	\$ 8.00 hour
Antoinette Payne	Office Assistant, Financial Aid	11/11/10 – 6/30/12	\$ 9.60 hour

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<i>Foster & Kinship Care Education</i>			
Erica Dumin	Co-present & Support, Kinship Support & Information	12/1/10	\$ 180.00 stipend
Deborah Davis	Present, Special Needs Infants and Toddlers	12/1/10 – 12/3/10	\$ 500.00 stipend
Peggy Hoover	Co-present, PRIDE pre-service for Foster & Adoptive Parents Co-present, Fun with Parenting	12/2/10 – 12/7/10 12/7/10	\$ 360.00 stipend
Nancy Pewitt	Co-present & Support, Kinship Support & Information	12/8/10	\$ 360.00 stipend
Kerry Pilley	Co-present, Fun with Parenting	12/14/10	\$ 180.00 stipend
Mary Ann Turley	Co-present, Kinship Support & Information Co-present, PRIDE pre-service For Foster & Adoptive Parents	12/1/10 & 12/15/10 12/2/10	\$ 540.00 stipend

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

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Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Fine & Applied Arts/Behavioral Science <u>Leslie Rota, Responsible Manager</u>			
Cheryl Garnick	Present and certify: CPR and First Aid	12/16/10	\$ 1,200.00 stipend
John Hagelis	Present, Effects of Trauma on Development & Attachment	11/19/10	\$ 300.00 stipend
Small Business Development Center (SBDC) <u>Charles Eason, Responsible Manager</u>			
Tina Montez	Consulting to the Small Business Development Center, Humboldt State University Supplemental Contract	11/18/10 – 6/30/11	\$ 800.00 stipend
Bruce Sanders	Develop curriculum and provide two seminars, "How to Compete with Large Retailers," SBCD Program Income	11/18/10 – 12/30/10	\$ 2,900.00 stipend

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Lacey Farquharson	Work with football equipment	PE/Athletics

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

10/08/10	Vendor Payment	11025968-11026045	\$415,925.46
10/08/10	Vendor Payment	11026046-11026053	\$ 94,912.07
10/18/10	Vendor Payment	11026054-11026212	\$782,500.99
10/18/10	Vendor Payment	11026213-11026221	\$175,328.25
10/19/10	Vendor Payment	11026222-11026289	\$ 6,742.50
10/25/10	Vendor Payment	11026290-11026448	\$349,606.04
10/25/10	Vendor Payment	11026449-11026453	\$117,217.72
10/29/10	Vendor Payment	11026454-11026465	\$334,708.15
11/02/10	Vendor Payment	11026466-11026528	\$ 5,090.50

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:
 Office of the Superintendent-President, Office of the Vice President of Finance &
 Administration, and Library.

<i>Government Code:</i> ECS 70902 & 81656	<i>Board Policy:</i> 3240	<i>Estimated Fiscal Impact:</i> \$2,282,031.68
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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

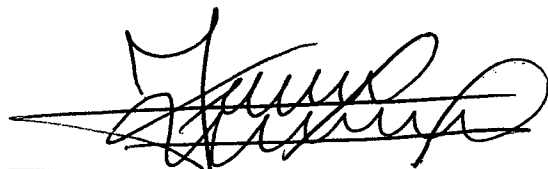
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

November 4, 2010

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

November 4, 2010

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF SUISUN CITY SMALL BUSINESS
DEVELOPMENT CENTER (SBDC) SERVICE
AGREEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Suisun City has proposed renewing a Service Agreement with the Solano College Small Business Development Center (SBDC). The scope of the Agreement will include the delivery of entrepreneurial and business development training, one-on-one counseling, technical assistance, and information dissemination to Suisun City small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration funding for the Small Business Development Center. The Agreement is for a total amount of \$3,500 for the period July 1, 2010 through June 30, 2011.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

Government Code: CFR Title 13 Board Policy: 2150 Estimated Fiscal Impact: \$3,500
Suisun City SBDC Service Agreement

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-3382

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Service Agreement

THIS AGREEMENT, entered into on October 18, 2010 by and between the Redevelopment Agency of the City of Suisun City, a body corporate and politic (hereinafter Agency), and the Solano College Small Business Development Center, a division of the Solano Community College District, (hereinafter SBDC).

Witnesseth

WHEREAS, Agency desires to assist small businesses community in Suisun City and the SBDC is willing to provide services that enhance the small business community capability to generate jobs and revenue to the City of Suisun City;

Now, THEREFORE, the Parties agree to, as follows:

I. Program Coordination

A. Agency: The Executive Director shall provide overall direction and supervision of the progress and performance of the terms of this Agreement. The Executive Director designates the Economic Development Director as the Agency's ongoing contact person who shall be responsible for the ongoing management and coordination of this Agreement.

B. SBDC: The SBDC shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the execution and progress of this AGREEMENT. SBDC designates the Director of the Solano College Small Business Development Center as the SBDC's ongoing contact person.

C. TERM OF THE AGREEMENT: This agreement is effective as of July 1, 2010 and will terminate on June 30, 2011 unless extended by a calendar year by both parties in writing.

D. NOTICES: All required notices or other correspondence related to this Agreement shall be sent to the parties at the following addresses:

CITY: Suzanne Bragdon
Executive Director
Redevelopment Agency of the City of Suisun City
701 Civic Center Blvd.,
Suisun City, California, 94585

SBDC: Charles Eason
Director
Solano College SBDC
360 Campus Lane, Suite 102
Fairfield, CA 94534

II. Obligation of SBDC

The SBDC agrees to provide the following services to Agency:

1. City of Suisun City-based technical assistance

At least seven (7) hours per month of technical assistance (e.g., business planning, legal, insurance strategies, accounting, financing, marketing, computer technologies and other small business development issues) will be available free of charge to City of Suisun City businesses and entrepreneurs located within the Suisun City Redevelopment Project Area. Technical Assistance will be available at a City of Suisun City location. The location will be designated by the Agency. The assistance will include follow-up with clients to determine progress of business development.

2. Presentations to the Suisun City Historic Waterfront Business Improvement District, Suisun Business Group and other business associations

The SBDC will work cooperatively with the Suisun City Historic Waterfront Business Improvement District (BID), the Suisun Business Group and other local business associations. At least twice a year, the SBDC will attend the BID meetings and provide information and technical assistance to the members of the BID as needed. The SBDC will provide at least one presentation to the BID and other local business organizations.

3. Businesses Needs Assessments

The SBDC will perform an assessment of the needs of those businesses located within the City of Suisun City referred to the SBDC by the City of Suisun City or the Suisun City Historic Waterfront Business Improvement District (BID) and provide a copy of the report on the assessment of the needs of the businesses to the referring entity.

4. Micro Loan and Other Financial Loan Programs

The SBDC will provide City of Suisun City businesses technical assistance in applying for the Small Business Administration (SBA) Community Express Microloan, Bay Area Microloan, Safe BIDCO Northcoast Microloan, Solano County Microenterprise Microloan Program, SBA guaranteed loans, State guaranteed loans, and private sector loan programs. This will include offering a Small Business Financing Seminar in Suisun City.

5. Seminars for Suisun City Businesses

A series of no less than two (2) seminars will be offered through the term of the contract at a Suisun City location. The Agency will provide the location. The SBDC will coordinate, market, and conduct the seminars. Professional experienced small business consultants will present seminars. Seminars will be 2 to 4 hours in length and cover topics that may include:

Starting and Managing a Small Business
How to Write a Business Plan
Understanding Financial Statements
Intro to Quickbooks
Basic Bookkeeping
Marketing
Tax Tips for Small Business
Customer Service
Loans for Business

6. Review of Business Resource and Financing Guide

The SBDC will work with the Agency to create and review a Business Resource and Financing Guide that will be posted on the Agency's website. The guide will be updated once a year to ensure information and content is up to date.

7. Provide Permitting and Start-up Information

The SBDC will provide new and existing businesses in Suisun City copies of the Business Resource Guide, which has information on licensing requirements, permits, taxes, and a checklist for starting a business. The materials will be free of charge and available at the Economic Development Department of the City of Suisun City Hall the Suisun City Library and at the SBDC's office.

8. Progress Reports

The SBDC will provide two reports to the Agency to ensure that the milestones are being met. The report will be submitted no sooner than six months from date of execution of this agreement but no later than January 30, 2011. The second report will be submitted no later than July 30, 2011. The reports will contain information on counseling services provided to small business clients, types of business served, training events, and economic impact resulting from services delivered.

9. General Provisions

The General Provision set forth in exhibit "A" is part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the General Provision.

III. Obligation of Agency

The Redevelopment Agency of the City of Suisun City agrees to provide the following to the Solano College Small Business Development Center (SBDC):

1. Contribution of Funds for Services Provided

The Redevelopment Agency of the City of Suisun City agrees contribute to the Solano College Small Business Development Center a sum of three thousand five hundred dollars (\$3,500.00) for the services provided during the term of this agreement in two progress payments payable by the Agency within 30 days after receipt of the SBDC's progress reports required under section 8 herein. This contribution is used to meet the local cash match required by the SBDC's federal and state funding.

2. Cooperative Marketing Efforts

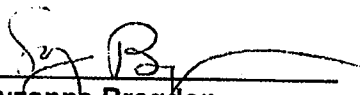
The Redevelopment Agency of the City of Suisun City and the SBDC will work cooperatively to market technical assistance counseling, seminars, and other special events co-sponsored by the two agencies. This may include mailing flyers or placing press releases in the City of Suisun City's Newsletter.

The Agency will conduct at least one mailing to Suisun City small business owners to advertise services of SBDC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Redevelopment Agency of the
City of Suisun City

Solano Community College
Small Business Development
Center

By: 
Suzanne Bragdon
Executive Director

By: _____
Jowel C. Laguerre, Ph.D.
Superintendent/President

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF SOLANO COUNTY SMALL BUSINESS
DEVELOPMENT CENTER (SBDC) CONTRACT
REQUESTED ACTION: APPROVAL

SUMMARY:

Solano County has proposed renewing a Service Agreement with the Solano College Small Business Development Center (SBDC). The scope of the Agreement will include the delivery of entrepreneurial and business development training, one-on-one counseling, technical assistance, and information dissemination to Solano County small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration funding for the Small Business Development Center. The Agreement is for a total amount of \$5,000 for the period July 1, 2010 through June 30, 2011.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

Government Code: CFR Title 13 Board Policy: 2150 Estimated Fiscal Impact: \$5,000
Solano County SBDC Service Agreement

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-3382

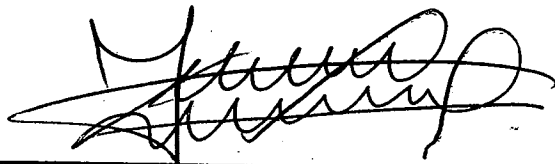
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Academic and Student Affairs

ORGANIZATION

November 4, 2010

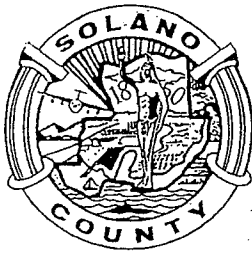
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



**County of Solano
Standard Contract**

<i>For County Use Only</i> CONTRACT NUMBER: <small>(Dept., Division, FY, #)</small>
BUDGET ACCOUNT:
SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Solano Community College District
 CONTRACTOR'S NAME

2. The Term of this Contract is:
 July 1, 2010 through June 30, 2011

3. The maximum amount of this Contract is:
 \$5,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions

The parties have executed this Contract as of the ___ day of _____, 20__.

CONTRACTOR	COUNTY OF SOLANO
<u>Solano Community College District</u> CONTRACTOR'S NAME	AUTHORIZED SIGNATURE _____ DATED _____
_____ SIGNATURE _____ DATED _____	<u>County Administrator</u> TITLE 675 Texas Street, Suite 6500
<u>Dr. Jewel C. Laguerre, Superintendent/President</u> PRINTED NAME AND TITLE	ADDRESS Fairfield, CA 94533-6342
<u>4000 Suisun Valley Road</u> ADDRESS	CITY _____ STATE _____ ZIP CODE _____
<u>Fairfield</u> CA <u>94534-3197</u> CITY STATE ZIP CODE	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE _____ DATED _____
	Approved as to Form: COUNTY COUNSEL _____ DATED _____

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

The purpose of this contract shall be to directly assist in the development of and outreach to Solano County small businesses in efforts to increase their economic viability in the County. In addition, it is expected of the Contractor to work with County staff to assist small businesses in learning how to successfully conduct business transactions with the County.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

During Fiscal Year 2010/11, the Solano College Small Business Development Center shall:

1. Contract with The Federal Technology Center to deliver four (4) no-cost seminars on how small businesses can do business with Federal, State, and Local governments. The following is list of proposed seminars:
 - a. Small Disadvantaged Business Certification
 - b. Responding to Proposals (RFPs)
 - c. Getting Started with Government Contracting
 - d. Marketing to the Government
2. The Federal Technology Center and Small Business Development Center counselors will deliver at least forty (40) hours of Technical Assistance (one-on-one counseling) to Solano County small businesses to assist them with securing government contracts, business planning, marketing, and financing.
3. Work with County purchasing staff to conduct a "Contracting with Solano County" workshop to educate Solano County businesses on the procurement process for doing business with the County. Tentatively the event is scheduled for May 2011.
4. Provide a summary report to the County for each seminar/workshop conducted that includes content, attendees and evaluation information.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Total compensation shall be five thousand dollars (\$5,000) payable upon submission of an invoice and summary report for each seminar/workshops conducted by Contractor, and upon approval of the County's representative.

Compensation for each seminar/workshops shall be paid at the following rates:

Federal Technology Center Seminars.....	\$250 per Seminar
Technical Assistance	\$75/hour of Counseling
Doing Business with Solano County Workshop.....	\$1,000

2. The Contractor shall not be entitled to nor receive from County any additional consideration, compensation or other remuneration for services rendered under this Agreement.
3. Upon submission of an invoice by Contractor, and upon approval of the County's representative, County shall pay Contractor in arrears for fees and expenses incurred conduction each seminar, up to the maximum amount provided for in paragraph 1. Each invoice must specify services rendered, date of service, accrued charges and include a summary report of attendees and their evaluations.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract

and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|---|---|--|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

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

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails

to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of

employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.
- C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:
 - i. The County will be liable only for payment in accordance with the terms of this

Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under

investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MEASURE G 2008-2009 FINANCIAL AND PERFORMANCE AUDIT REPORT
REQUESTED ACTION: ACCEPTANCE

SUMMARY:

Proposition 39 requires that the local community college Governing Board:

- (a) Conduct an annual, independent performance audit to ensure that funds have been expended only on the specific projects listed in the ballot language.
- (b) Conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all the funds have been expended for school facility projects.

The Governing Board did provide for a Measure G Performance and financial audit for 2008-09 as required. This report was completed some time ago (January 2010) and affirmed that funds were spent only on specific projects listed and that all funds had been expended for school facility projects. The audit was not presented earlier due to staff turnover and in order to reconcile project-by-project expenditures. The audit firm, Perry Smith LLP, was contracted to do additional work on individual projects per Attachment V of the audit report.

CONTINUED ON NEXT PAGE:

Government Code: ECS 15264 Board Policy: 3390 Estimated Fiscal Impact: \$ N/A

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

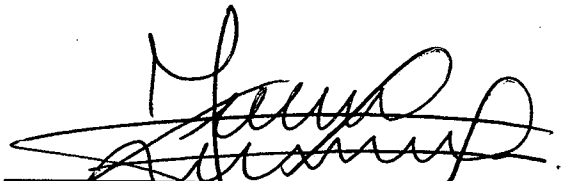
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

November 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: MEASURE G 2008-2009 FINANCIAL AND
PERFORMANCE AUDIT REPORT**

REQUESTED ACTION: ACCEPTANCE

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

The item was presented to the Measure G Citizens' Bond Oversight Committee at its November 1, 2010, meeting.

The report is attached. Tina Treis, Partner, with Perry Smith LLP will present the Measure G 2008-2009 financial and performance audit reports.

**INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES**

Board of Trustees and
Citizens' Bond Oversight
Committee for Measure G
Solano Community College District
Fairfield, California

We have performed the procedures enumerated in Attachment II, which were agreed to by Solano Community College District (the "District") and the Citizens' Bond Oversight Committee for Measure G (the "Committee"), solely to assist the Committee in evaluating District management's assertions concerning activity related to bond funds through June 30, 2009 as detailed in Attachments IV and V. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the District and the Committee. Consequently, we make no representation regarding the sufficiency of the procedures described in Attachment II either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and conclusions reached as a result of these procedures are identified in Attachment II. Attachments I and III provide background information on the Measure G General Obligation Bond issuance.

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on management's assertions. Accordingly, we do not express such an opinion. Had we performed other procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of Solano Community College District and the Citizens' Bond Oversight Committee for Measure G and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

Perry-Smith LLP

August 2, 2010

**SOLANO COMMUNITY COLLEGE DISTRICT
BACKGROUND INFORMATION**

LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

SOLANO COMMUNITY COLLEGE DISTRICT MEASURE G GENERAL OBLIGATION BONDS

On November 5, 2002, the electorate of the Solano Community College District approved the \$124.5 million Measure G general obligation bonds with greater than 55% of the votes in favor. The purpose of the bonds as included in the ballot was as follows:

"To upgrade 30 year-old classrooms, science labs, libraries, electrical wiring, technology, heating/ventilation systems and lighting for student safety; replacement of portable classrooms; upgrade/repair/acquire/construct/equip science labs, facilities, classrooms and sites; expand/establish facilities in Vacaville/Vallejo; prepare Solano College students for jobs/four-year colleges, shall Solano Community College District issue \$124.5 million of bonds at legal rates, appoint Citizens Oversight Committee, and perform annual audits to ensure the legal/proper use of all funds?"

The projects identified in the ballot language were specified in greater detail by Solano Community College District Governing Board Resolution No. 02/03 - 05 approved at the July 17, 2002 meeting. The projects identified in the resolution are included as Attachment III.

**SOLANO COMMUNITY COLLEGE DISTRICT
PROCEDURES PERFORMED AND CONCLUSIONS**

PROCEDURES PERFORMED

Solano Community College District provided a list of all Measure G project expenditures (the "List"). An approximate total of 750 warrants were identified representing \$27,019,405 in expenditures from July 1, 2008 to June 30, 2009. We performed the following procedures to the List of Measure G bond expenditures:

- Verified the mathematical accuracy of the List.
- Selected a sample of 50 expenditures totaling \$16,229,393. The sample was selected to provide a representation across specific construction projects, vendors, and expenditure amounts. The sample represented 7% of the total number of expenditures and 60% of the total expenditure value. Examined purchase orders and invoices for each of the expenditures; verified that the expenditures were made for the acquisition, construction, renovation, repair and modernization of District property and facilities and that funds were not spent for salaries or other administrative expenses.

CONCLUSIONS

- The List was mathematically accurate.
- Each of the 50 expenditures tested represented valid Bond expenditures, were properly charged to the location indicated, were properly coded as to the nature of the expenditure, and were determined to represent acquisition, construction, renovation, repair and modernization of District property and facilities and were not spent for salaries or other administrative expenses.

**SOLANO COMMUNITY COLLEGE DISTRICT
MEASURE G BOND PROJECTS**

Renovation and Modernization

Renovation and repairs of deteriorating, outdated facilities and equipment

- Upgrade classrooms, biology, chemistry and other laboratories, support service space
- Upgrade existing restrooms, plumbing and sewer lines
- Repair and replace roofs
- Paint and re-seal building interiors and exteriors
- Upgrade electrical and mechanical systems
- Upgrade play fields, courts, physical education facilities and track
- Improve and expand irrigation systems
- Seismic assessment and upgrades

College-Wide Health and Safety Improvements

Projects which address needed safety and seismic improvements

- Lead abatement
- Seismic improvements
- Bleacher upgrades
- Disabled student access
- Lighting and security systems
- Repair sidewalk/drainage systems, campus roadways
- ADA compliance
- Fire suppression and escape systems

College-Wide Energy Efficiency Improvements

Projects which address energy efficient heating and air conditioning

- Replace aging, inefficient boilers
- Replace and upgrade HVAC systems
- Replace emergency generator
- Upgrade lighting and electrical systems

College-Wide Wiring and Technology

Projects which address needed electrical, technology and instructional support equipment needs

- Upgrade and expand, wireless systems, telecommunications, internet and network connections
- Upgrade and replace computer and software systems
- Upgrade and replace classroom equipment and instructional aids
- Upgrade media and audio/visual equipment

**SOLANO COMMUNITY COLLEGE DISTRICT
MEASURE G BOND PROJECTS
(Continued)**

Facilities Replacement, Expansion, and New Construction

Renovate and upgrade outdated classrooms, laboratories, support space, counseling and student service facilities which no longer lend themselves to renovation or repair and construct new facilities to address crowded conditions

- Science Laboratories
- Student Learning Center
- Health/Science Buildings

Construct permanent classrooms, laboratories and support space to replace "portables" and provide adequate classroom space in Suisun, Vacaville and Vallejo

- Classrooms
- Science Laboratories
- Information Technology Center
- Student Learning Center

Land Acquisition

Property acquisition at Vallejo Center to expand institutional service capacity

Board of Trustees and
Citizens' Bond Oversight
Committee for Measure G
Solano Community College District
Fairfield, California

We have compiled the accompanying Schedule of Measure G General Obligation Bond Activity for the fiscal year ended June 30, 2009 (Attachment IV) and Schedule of Measure G General Obligation Bonds – Fund Update through June 30, 2009 (Attachment V), in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying Schedule of Measure G General Obligation Bond Activity for the year ended June 30, 2009 or Schedule of Measure G General Obligation Bonds – Fund Update through June 30, 2009 and, accordingly, do not express an opinion or other form of assurance on it.

Perry-Smith LLP

Sacramento, California
August 2, 2010

**SOLANO COMMUNITY COLLEGE DISTRICT
SCHEDULE OF MEASURE G GENERAL OBLIGATION BOND ACTIVITY**

Fiscal Year Ended June 30, 2009

Revenues:

Interest and investment income	\$ 1,287,663
Processing fees	137,689
Other local revenues	<u>8,475</u>
	<u>1,433,827</u>

Expenditures:

Contract services	728,809
Capital outlay	26,284,598
Supplies and materials	<u>5,999</u>
	<u>27,019,406</u>

Net activity (25,585,579)

Available bond funds:

Beginning of year	<u>64,735,780</u>
End of year	<u>\$ 39,150,201</u>

**SOLANO COMMUNITY COLLEGE DISTRICT
SCHEDULE OF MEASURE G GENERAL OBLIGATION BONDS
FUND UPDATE THROUGH JUNE 30, 2009**

<u>Location/Site</u>	<u>Project Number</u>	<u>Activity To Date</u>
<u>MEASURE G GENERAL OBLIGATION BOND</u>		
<u>Funding</u>		
Bond Proceeds, Series 2003A General Obligation Bonds		\$ 80,000,000
Bond Proceeds from the defeasance of Series 2003A General Obligation Bonds		81,349,811
Premium from defeasance of Series 2003A issuance		8,498,361
Bond issuance and other costs from the defeasance of Series 2003A General Obligation Bonds		(1,409,105)
Defeasance of Series 2003A General Obligation Bonds		(80,000,000)
Bond Proceeds, Series 2006 B General Obligation Bonds		45,235,354
Interest and investment income		<u>15,285,334</u>
<u>Net Available Funds</u>		<u>148,959,755</u>
<u>Projects</u>		
Project Management Costs	500	6,572,305
Campus Wide Technology	450	1,177,121
Vallejo Center	503	23,842,317
Vacaville Center	504	8,911,828
Building 400 – Student Learning Center	505	15,403,803
Building 100 – Library	506	779,650
Building 700 & 800 – Joint Office Project	507	8,334,340
Sports Complex	510	4,836,792
Building 300 – Science Renovation	511	2,182,839
Building 500 – Business Renovation	512	1,930,737
Building 1200	517	289,168
Building 1500 – Math/Engineering Renovation	513	1,203,668
Building 1600	515	27,543
Building 1400	516	6,552,153
Building 1700	520	14,089,264
Building 1300	518	156,178
Building 900 – Horticulture Renovation	523	41,125
Building 1800 A		3,011,469
Building 1800 B – Vocational Tech Renovation	524	3,406,786
Building 600 – Administration Renovation	526	134,398
Building 1900 – Warehouse Renovation	527	218,264
ADA		383,768
Nut Tree Hangar	528	268,342
Scheduled Maintenance	530	410,693
Utility Infrastructure Repairs	532	5,596,225
Building 200 and 200A		22,800
District Wide – Planning and Policy MK		750
Campus Wide Security		289
Facilities		<u>24,939</u>
<u>Total Project Costs</u>		<u>109,809,554</u>
<u>Total Unspent Funds</u>		<u>\$ 39,150,201</u>

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: AMENDMENT TO AGREEMENT WITH
tBP/ARCHITECTURE FOR BUILDING 1300
REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

Board approval is requested for additional design services with tBP/Architecture for the Building 1300 renovation.

In 2008, the District signed an initial contract with tBP/Architecture for the Renovation of Building 1300 (Fine Arts), but only through the Schematic Design Phase. In early 2009, this contract was reviewed, found to be extremely unfavorable to the District, and a new contractual direction was undertaken. tBP was contacted and agreed to a new, full-project (minus schematic design) contract. A replacement contract was obtained, negotiated with tBP and signed in February, 2010. Based on the known project scope at that time, the estimated architect's fee was \$281,069.

Now that the District is moving well into construction drawings, the following additional scope and requirements (and associated requested Add-Services fees) have been proposed and forwarded:

CONTINUED ON NEXT PAGE

Government Code: Board Policy: 3520 Estimated Fiscal Impact: Measure G - \$155,820
ECS 81655

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

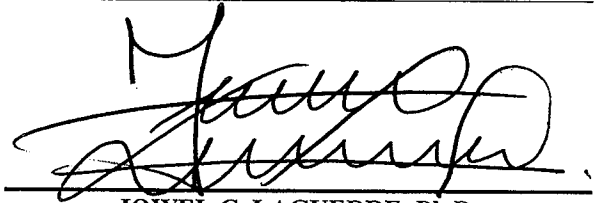
TELEPHONE NUMBER

Facilities

ORGANIZATION

November 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: AMENDMENT TO AGREEMENT WITH
tBP/ARCHITECTURE FOR BUILDING 1300**

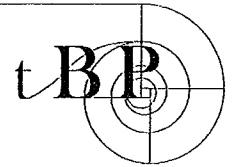
REQUESTED ACTION: APPROVAL OF ADDITIONAL SERVICES

SUMMARY:

CONTINUED FROM PREVIOUS PAGE

- Design and integration of a complete building fire sprinkler system: \$14,000.
- DSA-directed design and integration of all ADA path-of-travel requirements; design/coordination of new standing-seam metal roof for entire building; re-design/coordination of entire patio/gas kiln area/roof; and design of seismic/structural portions and ADA areas of wood-burning kiln section: \$141,820.

This will bring the total fee for the Building 1300 project to \$436,889 (8.8% of the total budget). Staff will be present at the meeting to answer any questions from the Governing Board.



Architecture
Planning
Interiors
Management

November 1, 2010

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Attention: David Froehlich, Director of Facilities

Subject: Fire Sprinkler Design – Building 1300 Remodel
tBP Project No.: 20674.02

Dear David:

We are pleased to submit our proposal to provide fire sprinkler design documents for the Building 1300 Remodel. This design service request is based on our preliminary design meeting with DSA during late 2009, wherein the requirement for the building Automatic Fire Sprinkler System (AFSS) was confirmed. At that point in time, AFSS design was a DSA deferred approval item. Effective March 3, 2010, DSA issued a new Policy 10-01, which revised the plan submittal requirements for AFSS to inclusion in the plan review process for construction projects within DSA jurisdiction.

Therefore, the sprinkler systems design documents must be included in the project documents for the above project and will be submitted to California's Division of State Architect in accordance with NFPA 13 for review as required by DSA.

Scope of Services:

The following Design services will be performed by our mechanical/plumbing engineering consultant under the direction of tBP/Architecture:

1. Provide sprinkler piping and head layout system design documents coordinated with other design consultant disciplines and architectural elements of building.
2. Sprinkler system design documents will include:
 - a. Sprinkler head layout.
 - b. Branch line and main locations.
 - c. Seismic assembly locations.
 - d. Seismic bracing locations.
 - e. Hydraulic calculations and bracing calculations.
3. Design coordination.
4. Obtain DSA approval of the sprinkler system design including backcheck.
5. Provide bidding and construction administration services related to the Fire Sprinkler Design.

Project Schedule

Concurrent with base project schedule.

*D. Froehlich
Add Service Request - Fire Sprinkler Design
Building 1300 Remodel
November 1, 2010
Page 2*

Compensation:

Compensation for services provided is inclusive of all costs and shall be a fixed fee of Fourteen Thousand Dollars (\$14,000.00), as follows:

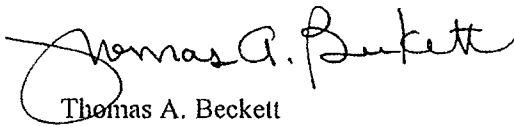
Architectural Design and Coordination:	none
Mechanical & Plumbing Design and Coordination:	<u>\$14,000.00</u>
Total Fee:	\$14,000.00

Exclusions:

1. Flow testing of hydrants and existing stand pipes.
2. Design of underground building fire sprinkler supply piping.
3. Pre-bid and pre-construction meetings.
4. Construction record drawings.
5. Life cycle cost analysis for alternate fire sprinkler systems.
6. Acoustical and vibration isolation calculations for fire sprinkler systems.
7. Commissioning of systems, unless provided as optional services and accepted.
8. Cost reduction requiring redesign.
9. Field or unforeseen condition revisions requiring redesign and additional design.

If this proposal is acceptable, please signify your acceptance and District authorization to proceed by signing and returning and the attached Professional Services Agreement. Thank you in advance for your assistance.

Sincerely,
tBP/Architecture, Inc.

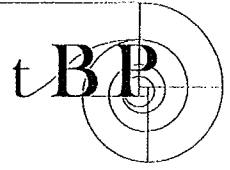


Thomas A. Beckett
Managing Principal and Vice President

cc Felix Canari, tBP/Architecture, Inc.
Jay Malone, tBP/Architecture, Inc.

Attachment: Professional Services Agreement
Interface Engineering, Proposal for Fire Sprinkler System Design dated 04/29/10

PROFESSIONAL SERVICES AGREEMENT



Dated: November 1, 2010

Between the Client:

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA. 94534

and the Architect:

tBP/Architecture, Inc.
1000 Burnett Avenue, Suite 140
Concord, CA. 94520

Gary R. Frye, AIA CA License # C11520

for tBP Project No.: 20674.02

Location: Solano College
4000 Suisun Valley Road
Fairfield, CA 94534

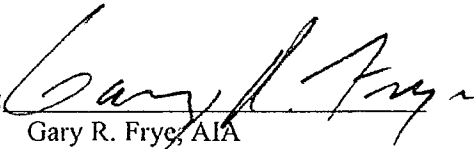
Scope of Work: Provide additional Architectural and Mechanical/Plumbing Engineering services relating to the design and plan check approval of the Automatic Fire Sprinkler System at the Building 1300 remodel in accordance with tBP/Architecture's proposal letter dated November 1, 2010.

Fee: Compensation for services shall be a fixed fee of Fourteen Thousand Dollars (\$14,000.00), inclusive of all costs.

Client:
Solano Community College District

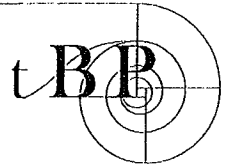
Architect:
tBP/Architecture, Inc.

By: _____
Roy Stutzman
Interim VP Admin & Bus Svcs.

By: 
Gary R. Frye, AIA
Vice President

Date: _____

Date: 11.4.10



Architecture
 Planning
 Interiors
 Management

November 1, 2010

Solano Community College District
 4000 Suisun Valley Road
 Fairfield, CA 94534

Attention: David Froehlich, Director of Facilities

Subject: Roof, Patio, ADA and Kiln Additional Design Services – Building 1300 Remodel
 tBP Project No.: 20674.03

Dear David:

We are pleased to submit our proposal to provide roof, patio, ADA and Kiln design documents for the Building 1300 Remodel. This design service request is based on our site assessments as well as DSA reviews conducted for the roof and kiln areas; and as confirmed in our meetings with the end users, DSA and yourself. We have prepared this service as a comprehensive additional scope change to our basic services to address those additional code and safety related issues which presently exist at Building 1300, the exterior patio areas and the associated path of travel.

Scope of Services:

The following Design services will be performed by tBP/Architecture and our design consultants under the direction of tBP/Architecture:

1. ADA path of travel and egress requirements as noted from the DSA preliminary meeting. Scope includes the adjacent accessible parking lot and path of travel immediately adjacent to the building.
 - a. Bring all existing accessible parking signage up to new code.
 - b. Provide civil engineering design documents, details, technical specifications, and horizontal control plan as needed.
 - c. Remedial work required at non conforming sidewalks, curbs cuts, etc.
 - d. Stripping, pathway marking as required.
 - e. Preparation of construction documents and responding to DSA comments.
 - f. Construction administration.

Estimated construction costs: \$45,000.00.

2. New standing seam metal roof, new mechanical equipment roof top enclosure and new standing seam metal parapet.

New designs and structural engineering are required by utilizing the standing seam metal roof versus utilizing the existing new BUR roof. Scope of work includes:

- a. Coordination with District roofing consultant.
- b. Design and development of the roof and roof elements noted above.
- c. Structural calculations, truss joist load calculations as required by DSA.
- d. Diaphragm re-nailing evaluation due to new perimeter parapet design.
- e. Mansard roof replacement and revisions.

- f. Develop construction documents and details and coordination with both existing and new building elements and finishes.
- g. Construction administration.
- h. Includes the new modified built up roofing over the new Gallery entry structure.
- i. DSA review and back check.

Estimated construction costs: \$329,200.00.

NOTE: Independent truss calculation required by DSA was performed at cost of \$900.00.

3. Exterior patio ADA upgrades and canopy.

Accessibility, health and safety concerns are driving the scope of work to bring exterior patio and canopies into code compliance. Scope includes:

- a. Field measurements and research of existing roof canopy and kilns.
- b. Demolition drawings for all existing exterior patio slab, hazardous existing concrete curbs at kilns, removal of existing planters, existing fence, driveways, gates and other non compliant elements.
- c. Provide civil engineering design documents, details, and technical specifications as needed.
- d. Incorporate end user requirements.
- e. All new accessible exterior slab to meet ADA requirements and drainage.
- f. Two new free standing canopies with structural supports. We will research salvage and reuse of existing roof elements as requested by Owner.
- g. Provide skylights for day lighting in new main roof canopy over kilns.
- h. Extend slab over existing planters and provide new chain link fence and gates with integral slats.
- i. New layout of existing kilns to meet access widths and requirements.
- j. New ramps and stairs as required.
- k. New driveway and storage for wood fuel.
- l. Provide construction documents.
- m. DSA review and back check.
- n. Construction administration.

Estimated construction costs: \$700,000.00.

4. Exterior wood burning kiln.

Accessibility, health and safety concerns are driving the scope of work to bring exterior wood burning kiln into code compliance. Scope includes:

- a. Demolition of non compliant structures above 6' in height. Includes existing non braced chimney and secondary unreinforced brick kiln on south side of main kiln.

D. Froehlich
Roof, Patio, ADA & Kiln Design
Building 1300, Solano College
November 1, 2010
Page 3

- b. Structural engineer's assessment, preliminary design and review with DSA officials.
- c. New chimney design that integrates existing main wood burning kiln with smaller new CMU brick lined secondary kiln and new roof canopy. Additional bracing as required if CMU utilize above code height limitations.
- d. New accessible ramps and sunken instruction area in front of wood kiln. New concrete footing as needed at existing wood burning kiln.
- e. Redesign sunken instruction area in front of main kiln to meet accessibility requirements.
- f. Drawings and calculations as needed.
- g. Provide civil engineering design documents, details and technical specifications as needed.
- h. DSA review and back check.
- i. Construction administration.

Estimated construction costs: \$100,000.00.

Project Schedule:

Concurrent with base project schedule.

Compensation:

Compensation for the above itemized design services is inclusive of all costs and shall be a fixed fee of One Hundred Forty One Thousand Eight Hundred Twenty Dollars (\$141,820.00), as follows:

1. ADA Path of Travel	\$ 4,500.00
2. New SS Metal Roof, Mansard, Enclosure and Parapet	32,920.00
3. Existing Roof Truss Independent Calculations	900.00
4. Exterior Patio ADA & Code Compliance and Canopies	70,000.00
5. Exterior Wood Burning Kiln(s)	15,000.00
6. Civil Engineering Survey & Design	<u>18,500.00</u>
TOTAL	\$141,820.00

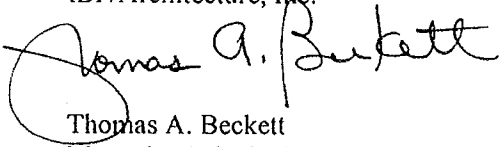
Exclusions:

1. Commissioning of systems, unless provided as optional services and accepted.
2. Cost reduction requiring redesign.
3. Field or unforeseen condition revisions requiring redesign and additional design.

If this proposal is acceptable, please signify your acceptance and District authorization to proceed by signing and returning and the attached Professional Services Agreement. Thank you in advance for your assistance.

D. Froehlich
Roof, Patio, ADA & Kiln Design
Building 1300, Solano College
November 1, 2010
Page 4

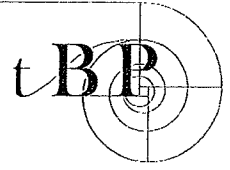
Sincerely,
tBP/Architecture, Inc.

A handwritten signature in black ink that reads "Thomas A. Beckett". The signature is written in a cursive style with a large, looping initial "T".

Thomas A. Beckett
Managing Principal and Vice President

cc Felix Canari, tBP/Architecture, Inc.
Jay Malone, tBP/Architecture, Inc.

Attachment: Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

Dated: November 1, 2010

Between the Client:

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA. 94534

and the Architect:

tBP/Architecture, Inc.
1000 Burnett Avenue, Suite 140
Concord, CA. 94520

Gary R. Frye, AIA CA License # C11520

for tBP Project No.: 20674.03

Location: Solano College
4000 Suisun Valley Road
Fairfield, CA 94534

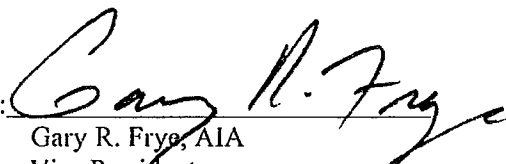
Scope of Work: Provide roof, patio, ADA and Kiln design documents for the Building 1300 Remodel in accordance with tBP/Architecture's proposal letter dated November 1, 2010.

Fee: Compensation for services shall be a fixed fee of One Hundred Forty One Thousand Eight Hundred Twenty Dollars (\$141,820.00), inclusive of all costs.

Client:
Solano Community College District

Architect:
tBP/Architecture, Inc.

By: _____
Roy Stutzman
Interim VP Admin & Bus Svcs.

By: 

Gary R. Frye, AIA
Vice President

Date: _____

Date: 11.4.10

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
FAIRFIELD POST-ACUTE REHAB CENTER

REQUESTED ACTION: APPROVAL

SUMMARY:

A new clinical experience agreement between Solano Community College District and Fairfield Post-Acute Rehab Center is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with additional clinical sites in which to practice.

The CCR for the Board of Registered Nursing, Section 1427, requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated.

A copy of the agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Dean of Health Occupations, Public Safety, Child, and Family Studies.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

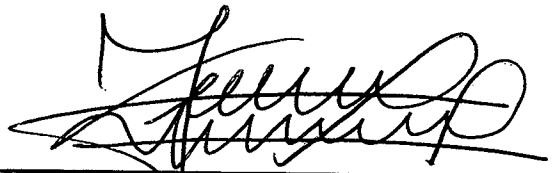
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2010

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 4, 2010

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **Fairfield Post-Acute Rehab Center** (hereinafter known as *HEALTH CENTER*) located at **1255 Travis Blvd, Fairfield, California 94533** and **Solano College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94585-3197** and is effective as of October 21, 2010.

RECITALS

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

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

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

2. SCHOOL'S RESPONSIBILITIES

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

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

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

3. HEALTH CENTER'S RESPONSIBILITIES

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

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

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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

5. STATUS OF SCHOOL AND HEALTH CENTER

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

6. INDEMNIFICATION

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

7. INSURANCE

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

8. TERM AND TERMINATION

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

9. GENERAL PROVISIONS

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

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *HEALTH CENTER*:

Joanne Van Dyke
Administrator
Fairfield Post-Acute Rehab Center
1255 Travis Blvd
Fairfield, CA 94533

Telephone (707) 425-0623

2. Notice to the *SCHOOL*

Máire A Morinec, MS, RN
Dean, Health Occupations
Solano College
4000 Suisun Valley Road
Suisun, California 94585-3197

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

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

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

- M. Compliance with Law and Regulatory Agencies. *HEALTH CENTER* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *HEALTH CENTER*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *HEALTH CENTER*. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. *SCHOOL* shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of *HEALTH CENTER*, its Medical Staff and Medical Staff departments.

10. EXECUTION


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

HEALTH CENTER

SCHOOL

Fairfield Post Acute Rehab Center

Solano Community College

By: 

By: _____

Title: Administrator

Title: _____

By: _____

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

Date: 10/12/2010

Date: _____

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

TO: Members of the Governing Board

**SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
SOLANO COUNTY OFFICE OF EDUCATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

This Memorandum of Understanding (MOU) between Solano Community College District, hereafter identified as "SCCD", and the Solano County Office of Education, hereafter known as "SCOE". This MOU is in place to provide Community Collaborative services with Solano County middle and high schools, students and parents, teachers, administrators, and counselors receiving benefit from the SB70 Community Collaborative Grants (09-140 and 09-141). The MOU will reimburse SCOE for direct services in an amount not to exceed \$51,000 from November 18, 2010 through March 31, 2012.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development and Contract Education.

Approval of this Memorandum of Understanding is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$51,000
SB70 Grant Community Collaborative Funds

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

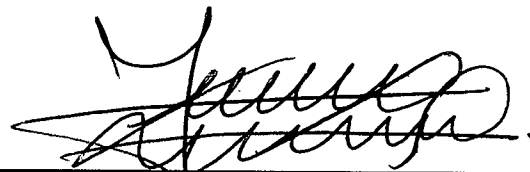
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2010

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 4, 2010

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

MEMORANDUM OF UNDERSTANDING

Between Solano County Office of Education and Solano Community College District

This MEMORANDUM OF UNDERSTANDING is entered into this 18th day of November 2010, by and between Solano County Office of Education, hereinafter referred to as "SCOE", and Solano Community College, hereinafter referred to as "SCCD".

Whereas SCOE is an integral partner of SCCD;

And whereas SCCD is in receipt of a Community Collaborative SB70 Grant requiring Career Awareness activities with significant input from and interaction with Solano County grades 7-12 schools;

And whereas SCOE is the conduit for said activity;

SCCD and SCOE have agreed to collaborate as detailed below.

SCOE Responsibilities:

COMMUNITY COLLABORATIVE, SB-70
Grant Numbers: 09-140-281 and 09-141-281
MOU Term: 11/18/2010 – 3/31/2012

This Memorandum of Understanding (MOU) is between Solano Community College, hereafter identified as "SCCD" and the Solano County Office of Education, hereafter known as "SCOE". The MOU is in place to provide Community Collaborative services and activities with Solano County middle and high schools, student and parents, teachers, administrators, and counselors receiving benefit from the SB 70 Community Collaborative.

Community Collaborative Grant Activity

1. Ongoing communication and collaboration, including maintaining timelines and providing quarterly reports, not specifically funded; however they will be part of the MOU commitment.
 - a. Advisory Group: Employers, Instructors & Agencies
 - b. Curriculum Development for Career Pathway – environmental science, energy/utilities, including Water/Wastewater

SCOE Deliverable

1. SCOE will participate, as partners, in collaborative planning and workgroup meetings.
 - a. SCOE will attend Advisory Group meetings.
 - b. SCCD faculty will develop industry based curriculum; SCOE and Tech Prep will review with middle and high school teachers and will meet with Water/Wastewater faculty, to provide input.

Community Collaborative

Grant Activity

SCOE Deliverable

- | | |
|--|--|
| 2. Evaluate and purchase career awareness and exploration curriculum, tools and materials for classrooms and supplies for hands-on activities, grades 7-12. | 2. SCOE will evaluate and purchase additional and alternative career exploration/career awareness tools with grade appropriate focus and connection to W/W industry. SCOE will document distribution of deliverables. |
| 3. Provide middle and high school teachers and students with opportunities to visit and tour colleges and/or universities, and water/wastewater treatment plants. | 3. SCOE will coordinate transportation and substitute stipends for teachers participating in career exploration events and plant tours. |
| 4. Expand outreach to additional middle and high schools and increase enrollment in career exploration.

a. Outreach will include fliers, posters and brochures. | 4. SCOE will provide career exploration tools to new and participating schools/staff, and at career information events as an overall program marketing and outreach activity.
a. SCOE will design and produce collateral materials. |
| 5. Teacher and faculty externship opportunities will be developed within a wider range of industries. | 5. SCOE will work with SCCD to identify unpaid mentoring/externships, electronic mentoring and "Work Based Learning" options. SCOE will track hours and report quarterly participation. |
| 6. Arrange for grades 7-12 teachers to explore Water/Wastewater industry, career pathways in higher education and entrepreneurship. | 6. SCOE will manage teacher release time/substitutes, transportation and required logistics. |

SCCD Responsibilities:

- SCCD will provide \$51,000 to SCOE for grant activities, teacher/substitute stipends, supplies, materials and transportation.
- SCCD will provide agendas, staff, and facilities for regular grant meetings.
- SCCD will provide industry partners and faculty for grant activities.

Term:

The term of this agreement shall be from November 18, 2010 through March 31, 2012. This agreement may be extended or increased with an addendum.

The signatures below indicate agreement to the foregoing terms dated this 17th day of November, 2010.

Solano County Office of Education:

Solano Community College:

Leticia Allen
Associate Superintendant
Business and Finance
Solano County Office of Education

Dr. Jowel Laguerre
Superintendent/President
Solano Community College

Janet Harden
Senior Director,
Career Technical Education/
Workforce Development
Solano County Office of Education

Deborah Mann
Program Developer
Workforce & Economic Development
Solano Community College

SCOE DELIVERABLES, COMMUNITY COLLABORATIVE - Budget

Term - 11/18/2010 - 3/31/2012

<u>#</u>	<u>Description</u>	<u>Activity Number</u>	<u>hours</u>	<u>rate</u>	<u>Total</u>
1	Communication/Coordination, including maintaining timelines and providing quarterly reports on activities.	several			
	a. Advisory Group meeting attendance	3	20	50	1,000.00
	b. Review with SCC and Tech Prep industry based curriculum for energy/utility pathways, provide input.	12	20	50	1,000.00
2	Purchase and evaluate additional/alternative Career Awareness/Exploration materials for grades 7-12. Maintain focus and connection to W/W industry.	8, 16	30	50	1,500.00
3.1	Logistics for M/S & H/S teachers to tour W/W Facilities (5 tours, 2 staff per tour, 4 hours ea, buses separate)	39	40	50	2,000.00
3.2	Logistics for M/S & H/S teachers to tour SCC and other colleges/universities, includes introduction to entrepreneurship (5 tours, 2 staff per tour, 2 hours ea, buses separate)	39	20	50	1,000.00
4	Provide career exploration tools to new and participating schools/staff, and at career information events as overall Program Marketing and Outreach.	2, 31	40	50	2,000.00
	a. Design and produce collateral materials	2	20	50	1,000.00
5	Work with SCC to identify unpaid mentor externships, electronic mentoring and "Work Based Learning" options. Track hours and report quarterly.	35	20	50	1,000.00
6.1	Substitute/Teacher stipends (200 @ \$150/day) Three (3) Teacher Advisors to work with industry	36			30,000.00
6.2	professionals to develop and revise curriculum. (Participation stipend 3 @ \$500)				1,500.00
SUBTOTAL					42,000.00

Materials/Supplies (4000)

Print Brochures, CTE & SB70 (5000 copies)	1,500.00
Transportation (buses) to tours \$700/trip * 5 trips	3,500.00
Transportation (buses) to SCC \$400/trip * 5 trips	2,000.00
Classroom Materials (Career Awareness)	2,000.00
SUBTOTAL	<u>9,000.00</u>

TOTAL	<u><u>51,000.00</u></u>
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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: AMENDED FACILITY USE POOL FEES FOR CLUBS AND ORGANIZATIONS

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

The Governing Board approved revised fees for Community Services contracts on May 29, 2010.

In an effort to allow Clubs and Organizations to fulfill their mission of serving the community at large, the following facility costs are being recommended for use of the pool.

Facility costs for winter and summer use are as follows:

1. Club or Organization will supply officials (6-10) for all SCC home swim meets and will pay the following fees:

Winter use: 8 lanes or less = \$24 per hour
 9-12 lanes = \$26 per hour
 All lanes = \$28 per hour
Summer use: 8 lanes or less = \$22 per hour
 9-12 lanes = \$24 per hour
 All lanes = \$27 per hour

Government Code: Board Policy: 1110 Estimated Fiscal Impact: \$ N/A
Civic Center Act—EC Section 38130 et seq.

SUPERINTENDENT'S RECOMMENDATION:

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7112

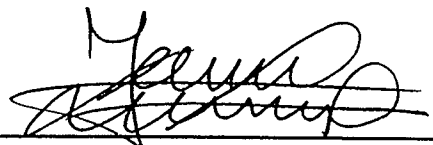
TELEPHONE NUMBER

Administration
ORGANIZATION

November 4, 2010

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE



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

November 4, 2010

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: UPDATE ON THE DISTRICT BUDGET
REQUESTED ACTION: INFORMATION

SUMMARY:

On October 8, 2010, Governor Schwarzenegger signed into law the 2010-11 State Budget. One hundred days late, it was the most overdue state budget in California history (beating the earlier record of 85 days set by the 2008-2009 State Budget). The budget package, comprised of 26 separate pieces of legislation, was also one of the most complex California has ever seen. Having exhausted all the easy and straightforward solutions in recent years, state leaders used a combination of cuts, rosy assumptions, borrowing, and temporary revenues to bridge an estimated \$19.3 billion budget gap.

On October 19, the Governor finalized action on the last of the budget trailer bills, including the education trailer bill (Assembly Bill 1610). In doing so, he vetoed \$60 million from the community college budget package. It appears that his primary rationale for the vetoes was not related to the specific programs, but rather a general concern with the way in which the funds

CONTINUED ON NEXT PAGE:

Government Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$ N/A

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

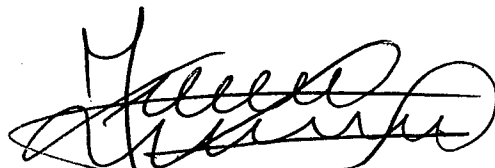
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

November 4, 2010

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 4, 2010

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 14.(a)
MEETING DATE November 17, 2010

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

TO: Members of the Governing Board

SUBJECT: UPDATE ON THE DISTRICT BUDGET

REQUESTED ACTION: INFORMATION

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

would have been provided. Specifically, the \$60 million would have been disbursed to community college districts in July 2011, in effect borrowing from next year's budget in order to support programs in the current year.

Details of the community college portion of the budget will be provided by Roy V. Stutzman, Consultant, Finance & Administration, as a result of attending the Association of Chief Business Officials (ACBO) State Budget Workshop held on November 5, 2010, at Sierra College.

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

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW BOARD POLICY AND PROCEDURES –
 EMERITUS – SERIES 4000

REQUESTED ACTION: INFORMATION

SUMMARY:

The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, the Superintendent-President presents for information the following proposed new Governing Board Policy – Emeritus, Policy No. TBD, Series 4000, and Procedures (informational only).

Government Code: Board Policy: Noted Above Estimated Fiscal Impact: \$ N/A

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

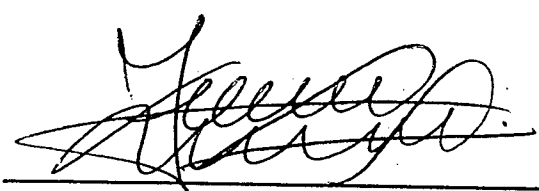
TELEPHONE NUMBER

Administration

ORGANIZATION

November 4, 2010

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

November 4, 2010

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

SERIES 4000

EMERITUS

TBD

POLICY: *A retiring faculty, staff, or member of the Board of Trustees, who has served the College with distinction over a period of ten years, may be awarded the title of Emeritus upon retirement. These individuals will be granted the rights and privileges listed below in recognition of their honored role in the College community and their ongoing potential for contributions to the intellectual and cultural life of the College. The President may confer the title of Emeritus upon any retiring employee who has given 10 years of honorable and distinguished service to the College. The title will follow the regular professional title; e.g., Professor Emeritus, Dean Emeritus, Trustee Emeritus, Classified Emeritus, etc.*

Emeritus faculty, staff, or trustees will maintain an identification card entitling them to the following College privileges: full access to library facilities, including access to computer resources in the library; an Emeritus faculty, staff, or trustee parking permit upon registration with Campus Police Services; life-time pass to SCC athletic events (not to include playoffs); buy one season pass, get one free season pass to theatre productions; faculty, staff, or trustee may audit a class on a space-available-only basis by paying the district audit fee; attendance at graduation and convocation in full regalia; access to faculty, staff, or trustee dining and recreational activities; listings in College catalogs and faculty, staff, or trustee/staff directory as Emeritus faculty, staff or trustee; and all benefits the College grants to retired faculty, staff, or trustees. Emeritus faculty, staff, or trustees may be eligible for other privileges that do not exert undue financial burdens on the College.

When an Emeritus faculty, staff, or trustee is employed by the College, whether as a post-retirement faculty, staff, or trustee or in another capacity, the provisions of the appointment shall prevail.

BP XXXX

REFERENCES/

AUTHORITY: The Solano Community College Board of Trustees

ADOPTED: XXXXX

SOLANO COMMUNITY COLLEGE DISTRICT

Series 4000

EMERITUS

TBD

Procedures for Nomination and Awarding Emeritus Status

I. Eligibility

The president may confer the title of Emeritus upon any retiring faculty, staff or trustee who has given honorable and distinguished service to the College.

II. Nominations/Recommendations/Appointments

1. Nominations

- a) Retiring SCC faculty, staff or trustee may be nominated or nominate themselves to their Dean.*
- b) A faculty, staff or trustee member may be nominated by faculty, staff or trustee, division dean or department head.*
- c) Previously retired tenured professors may apply or be nominated to become Emeritus.*
- d) A nomination should be supported by a minimum of three employees.*
- e) All nominations should be forwarded to the VP of the area where the employee is assigned.*
- f) The decision of a vice president to not forward a nomination for Emeritus status shall not be subject to appeal.*

2. Approvals/Appointment

- a) The VP will review all previous recommendations and make a recommendation to the President to either confer/ not confer Emeritus status.*
- b) This recommendation shall not be subject to appeal.*
- c) Upon verification of the eligibility as stated above but no later than the end of the last semester of full time employment at SCC, the President will grant the rank/status of Emeritus.*

II. Emeritus Benefits

- 1. Free Emeritus faculty, staff or trustee parking upon registration with Campus Police Services and receipt and display of an Emeritus parking permit.*
- 2. SCC ID card.*
- 3. Full access to library facilities, including access to computer resources in the library.*

4. *Faculty, staff or trustee discounts to all college events per college regulations for other retired faculty, staff or trustee.*
5. *Use of the College Wellness Center.*
6. *Attendance at graduation and convocation, including marching in full regalia with other members of the Emeritus faculty, staff or trustee member's academic discipline.*
7. *Access to faculty, staff or trustee dining and recreational activities.*
8. *Listings in College academic catalogs and faculty, staff or trustee/staff directory as Emeritus faculty, staff or trustee.*
9. *All other benefits the college grants to retired faculty, staff or trustee members.*
10. *The Emeritus title provides no stipend.*

III. Obligations of Emeritus to the College

1. *The Emeritus will identify him or herself as an Emeritus faculty, staff or trustee member from SCC in any professional activity that pertains to service at the college or use of its resources.*
2. *The Emeritus will make every effort to be available for service on college committees and participation in other service and teaching activities.*
3. *The professor Emeritus will adhere to the highest academic, civic and ethical standards.*
4. *The Emeritus understands that there is no remuneration received by the holder of the title and he/she does not exercise any of the normal administrative functions associated with the title faculty, staff or trustee. By virtue of the title, the recipient is not entitled to membership of Academic Senate or any other College body.*
5. *Emeritus faculty, staff or trustee will be listed in college catalogs.*
6. *Emeritus faculty, staff or trustee will be recognized at college commencement ceremonies or other appropriate recognition events.*

IV. Documentation required for nomination

1. *A summary statement of desire to become Professor Emeritus, and*
2. *Detailed faculty, staff or trustee CV; and*
3. *Statements of support from current faculty, staff or trustee members and any other statements in support of the nomination; and*
4. *A written citation on behalf of the nominee of no more a half page and in a style suitable for reading at a conferral ceremony.*

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ASSEMBLY CONCURRENT RESOLUTION NO. 138 –
RELATIVE TO THE CALIFORNIA COMMUNITY
COLLEGES

REQUESTED ACTION: INFORMATION

SUMMARY:

E. Dotson Wilson, Chief Clerk of the Assembly, California Legislature, has informed the Governing Board of the Solano Community College District of the attached Assembly Concurrent Resolution No. 138. This measure would express the intent of the Legislature that part-time and temporary faculty receive pay and benefits that are equal to those of specified tenured and tenure-track faculty, to the extent funding is provided, and that the California Community Colleges increase the percentage of full-time tenured and tenure-track faculty. This resolution resolves that each CCC district establish a process for part-time and non-tenure track employees to receive preferential notice of teaching assignments and preferential consideration for attaining full-time tenure-track positions after a probationary period.

This resolution was filed with the Secretary of State September 9, 2010.

Government Code: Board Policy: Estimated Fiscal Impact: \$ Unknown
Division 7 of the California Education Code

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

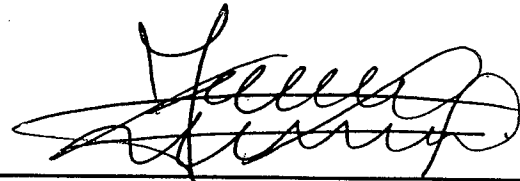
TELEPHONE NUMBER

Administration

ORGANIZATION

November 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2010

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Assembly Concurrent Resolution No. 138

RESOLUTION CHAPTER 142

Assembly Concurrent Resolution No. 138—Relative to the California Community Colleges.

[Filed with Secretary of State September 9, 2010.]

LEGISLATIVE COUNSEL'S DIGEST

ACR 138, Nava. California Community Colleges: faculty.

This measure would express the intent of the Legislature that part-time and temporary faculty receive pay and benefits that are equal to those of specified tenured and tenure-track faculty, to the extent funding is provided, and that the California Community Colleges increase the percentage of full-time tenured and tenure-track faculty.

WHEREAS, Instruction at community colleges is provided by a combination of full-time and part-time faculty; and

WHEREAS, An increasing percentage of the courses offered in public colleges and universities in California are being taught by part-time and other adjunct faculty; and

WHEREAS, National research validates the importance of a sufficient complement of full-time faculty, particularly for the population served by the California Community Colleges; and

WHEREAS, The system of higher education within the California Community Colleges has become dependent upon a contingent workforce that is poorly compensated and too often lacks basic supports; and

WHEREAS, These twin developments, the economic exploitation of part-time and other contingent faculty, and the shrinking of the ranks of full-time tenured faculty, limit the ability of the state's public higher education system to provide high-quality education, research, and support for economic development; and

WHEREAS, Providing sufficient numbers of faculty with full-time tenured and tenure-track employment and improving the conditions under which part-time and other adjunct faculty work will result in better service for students, communities, and the economy; and

WHEREAS, A state statute expresses legislative intent that 75 percent of instructional hours be taught by full-time faculty, with no more than 25 percent being taught by part-time faculty; and

WHEREAS, Implementing regulations developed by the board of governors, which oversees the statewide system, generally requires community college districts to move closer to the 75-percent target by hiring more full-time faculty in years in which those districts receive additional enrollment funding; and

WHEREAS, The 75/25 statutory ratio is a guideline for community college districts, and the California Community Colleges regulation, commonly known as the Faculty Obligation Number, or "FON," imposes financial penalties on districts that fail to meet their employment target for full-time faculty members; and

WHEREAS, Fair tax policies are the financial foundation of a modern society; and

WHEREAS, Property taxes are the most reliable revenue source for public services; and

WHEREAS, Proposition 13, an initiative measure approved by voters at the June 6, 1978, direct primary election, moved education decisionmaking to the state level and created difficulties in funding education; and

WHEREAS, Federal tax breaks have caused cuts in federal support for higher education programs; and

WHEREAS, Funds have been provided through the annual Budget Act to assist community college districts; and

WHEREAS, The principle of equal pay for equal work requires that part-time faculty be provided with compensation that is directly proportional to the compensation of full-time faculty; now, therefore, be it

Resolved by the Assembly of the State of California, the Senate thereof concurring, That it is the intent of the Legislature that all part-time and temporary faculty receive pay and benefits that are equal to those of tenured and tenure-track faculty of comparable qualifications doing comparable work, as determined on a pro rata basis, to the extent funding is provided; and be it further

Resolved, That the longstanding policy of the Board of Governors of the California Community Colleges that at least 75 percent of the hours of credit instruction in the colleges be taught by full-time instructors should be advanced; and be it further

Resolved, That each community college district should develop and adopt plans to meet the requirements related to increasing the percentage of full-time tenured and tenure-track faculty, to the extent funding is provided; and be it further

Resolved, That the development and adoption of plans related to increasing the percentage of full-time tenured and tenure-track faculty should be subject to a collective bargaining process that includes the exclusive representatives of the full-time and part-time faculty serving in that district; and be it further

Resolved, That the determination of the method of prorating salaries should be subject to a collective bargaining process that includes the exclusive representatives of faculty serving at that institution; and be it further

Resolved, That each community college district should establish a process under which part-time and other adjunct faculty, after successful completion of a probationary period, may receive timely notice of, and priority consideration for, appropriate teaching assignments in future academic terms and preferential consideration for attaining a tenure-track position when one becomes available; and be it further

Resolved, That the process should ensure that part-time and other adjunct faculty receive the accumulation of seniority, notification about job openings at that institution prior to the publication of announcements of those openings outside of that institution, and preferential consideration for appointments to tenure-track positions; and be it further

Resolved, That the implementation of these requirements should be subject to a collective bargaining process that includes the exclusive representatives of the full-time and part-time faculty serving at that institution; and be it further

Resolved, That each community college district should make progress toward the goals described in this measure; and be it further

Resolved, That the Chief Clerk of the Assembly transmit copies of this resolution to the governing board of each district of the California Community Colleges and to the author for distribution.