

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>
Riddell, Inc. 669 Sugar Lane Elyria, OH 44053	T-Shirts	Football Team Physical Education, Wellness and Athletics

Government Code: Board Policy: Estimated Fiscal Impact: In-Kind Gift \$403.78

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robert Myers, Dean
Physical Education, Wellness and Athletics
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707 864-7000, ext. 4350
TELEPHONE NUMBER

Academic and Student Affairs
ORGANIZATION

January 7, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

January 7, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **AUTHORIZATION OF PAYMENT FOR BOARD MEMBERS' ABSENCE, RESOLUTION NO. 10/11-18**

REQUESTED ACTION: APPROVAL

SUMMARY:

According to Board Policy No. 1014, Compensation, Payment of Expenses and Benefits, and Education Code 72024(d), "A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board." Past Board authorization has limited compensation to two absences per calendar year. The proposed resolution will apply only for absences occurring during the 2011 calendar year.

Government Code: Education Code 72024(d) Board Policy: 1014 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

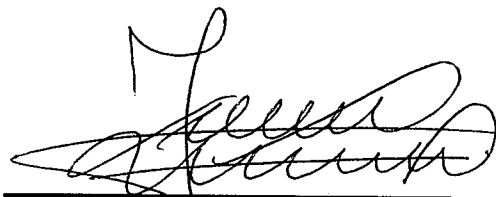
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

January 7, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

January 7, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

AUTHORIZATION OF PAYMENT FOR BOARD MEMBERS' ABSENCE

RESOLUTION NO. 10/11-18

WHEREAS, _____ Governing Board member, found it necessary to be
(Trustee Name)
absent from the _____ Governing Board meeting due to his/her
(Board Meeting Date)
attendance at _____ for Solano Community College;
(College Function/Conference)

WHEREAS, Education Code 72024(d) states that "A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board"; and,

WHEREAS, Past Board authorization limits the compensation to two (2) absences per calendar year;

NOW THEREFORE, BE IT RESOLVED, That the Solano Community College District Governing Board affirms that _____ absence on _____
(Trustee Name) (Date of Absence)
was of a nature to warrant full payment to him/her for that meeting not to exceed two (2) absences per calendar year.

PASSED AND ADOPTED, This 19th day of January 2011, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY - 3 -

**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

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Connie Adams	Substitute Admin. Asst. II, Workforce & Community Dev.	1/20/11 – until position is filled	\$ 15.91
Alison Aubert	Athletic Trainer	1/20/11 – 5/25/11	\$ 40.58 OT
Betty Austin	Athletic Assistant	1/20/11 – 5/15/11	\$ 31.62 OT
P. Gail Chesler	Developing Curriculum/Workforce Innovation Partnership (WIP)	1/20/11 – 6/30/11	\$ 1,000.00 stipend
Beatriz Corona	Substitute Custodian (as needed)	1/20/11 – 6/30/11	\$ 12.20
Helen Dominguez	Substitute Custodian (as needed) Substitute Warehouse Operator (as needed)	1/20/11 – 6/30/11 1/20/11 – 6/30/11	\$ 12.20 \$ 15.09
Peter Martin	Developing Curriculum/Workforce Innovation Partnership (WIP)	12/16/10 – 6/30/11	\$ 600.00 stipend

Karen H. Ulrich
 Director of Human Resources


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

January 7, 2011
 Date Submitted

January 7, 2011
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**Governing Board Meeting****January 19, 2011****Page 2****Short-term/Temporary/Substitute** (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Sam McKinney	Athletic Assistant	1/20/11 – 5/25/11	\$ 35.30 OT
Sandy Rotenberg	Distance Ed Coordinator	12/18/10 – 5/31/11	\$ 60.80
Jonathan Schouten	Curriculum Development, Basic Skills Initiative (BSI)	11/18/10 – 12/19/10	\$ 64.71
James Smith	Developing Curriculum/Workforce Innovation Partnership (WIP)	12/16/10 – 6/30/11	\$ 1,000.00 stipend
Curley Wikkeling-Miller	Substitute Cosmetology Tech	1/20/11 – 6/30/11	\$ 16.65
Darla Williams	Assistant Dean/Athletic Director One-Semester/Temporary	1/20/11 – 5/30/11	\$ 1,000.00 month stipend
Mike Yeraka	Developing Curriculum/Workforce Innovation Partnership (WIP)	1/20/11 – 6/30/11	\$ 1,000.00 stipend

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Greg Begin	Present, Teen Issues, Helping Teens Set Goals	2/15/11	\$ 250.00
Channa Booker	Art Model, Art 19	3/11/11	\$ 120.00
Christopher Cronin	Art Model, Art 19	2/4/11	\$ 106.64
	Art Model, Art 19	2/11/11	\$ 106.64
Sherry Currie-Proctor	Co-present, PRIDE pre-service for Foster & Adoptive Parents	2/3/11 – 2/24/11	\$ 720.00
Deborah Davis	Present, Special Needs Infants and Toddlers	2/2/11 – 2/4/11	\$ 500.00
Erica Dumin	Co-present & Support, Kinship Support & Information	2/9/11 – 2/23/11	\$ 360.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

January 19, 2011

Page 3

Professional Experts (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Timothy Griffin	Art Model, Art 32/33	2/22/11 – 3/3/11	\$ 320.00
	Art Model, Art 32/33	3/8/11 – 3/17/11	\$ 320.00
	Art Model, Art 19	3/18/11	\$ 120.00
Peggy Hoover	Co-present, PRIDE pre-service for Foster & Adoptive Parents	2/3/11 – 2/24/11	\$ 720.00
Nancy Pewitt	Co-present & Support, Kinship Support & Information	2/9/11	\$ 360.00
Kerry Pilley	Present, School Issues; Family Night Understanding Social Cues; Adoption Support & Information	2/1/11 – 2/22/11	\$ 540.00
Lisa Quinterro	Art Model, Art 19	1/21/11	\$ 53.32
	Art Model, Art 19	2/25/11	\$ 106.64
	Art Model, Art 19	3/4/11	\$ 106.64
	Art Model, Art 19	4/8/11	\$ 120.00
Barbara Tooma	Art Model, Art 19	1/28/11	\$ 106.64
	Art Model, Art 19	3/25/11 – 4/1/11	\$ 213.28
D. Mary Ann Turley	Co-present, Kinship Support & Information and Co-present, PRIDE pre-service for Foster & Adoptive Parents	2/2/11 – 2/24/11	\$ 1,080.00

Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Green Grant/Green Education Program <u>Betsy Julian, Responsible Manager</u>			
Nicholas Carter	Instructional services	1/24/11 – 6/1/11	\$ 6,720.00 (\$70.00 hour)
Roberto Cortez	Instructional services	1/24/11 – 6/11/11	\$ 7,800.00 (\$65.00 hour)

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

January 19, 2011

Page 4

Independent Contractors (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Green Grant/Green Education Program			
<u>Betsy Julian, Responsible Manager</u>			
Paul Fair	Curriculum development and program management.	1/24/11 – 6/1/11	\$ 22,500.00 (\$75.00 hour)
	Instructional services	1/24/11 – 6/11/11	\$ 16,900.00 (\$65.00 hour)
Willis Gummoe	Instructional services	1/24/11 – 6/1/11	\$ 4,000.00 \$65.00 hour)
Brad Smith	Technical assistance and wind-turbine project management	1/24/11 – 6/1/11	\$ 8,000.00 (\$35.00 hour)
Anderson Trotter, Sr.	Outreach, marketing and counseling	1/24/11 – 6/1/11	\$ 15,000.00 (\$35.00 hour)

Small Business Development Center (SBDC)

Charles Eason, Responsible Manager

Cris Alegria	Present workshops for SBDC, City of Vallejo Contract	1/20/11 – 6/30/11	\$ 240.00
Thomas Camerato	Business advising for SBDC, City of Vallejo Contract	1/20/11 – 6/30/11	\$ 2,080.00
Theodore Hilliard	Present accounting workshops SBDC Program Income	1/20/11 – 6/30/11	\$ 2,900.00
Birgit Rickert	Present workshops for SBDC, City of Fairfield Contract	1/20/11 – 6/30/11	\$ 480.00
Albert Sullivan	Present accounting workshops SBDC Program Income	1/20/11 – 6/30/11	\$ 480.00
Greg Weinerth	Business advising for SBDC, City of Fairfield Contract	1/20/11 – 6/30/11	\$ 2,080.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
January 19, 2011
Page 5

Independent Contractors (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Workforce & Economic Development-Contract Education & Training <u>Deborah Mann, Responsible Manager</u>			
Harriette Heibel	Plan, develop, and conduct Water/ Wastewater Planning Retreat	1/20/11 – 2/4/11	\$ 1,000.00
Stephanie Parrish	Develop ESL course curriculum for Meyer Corporation. Increase in hours by amount specified.	1/20/11 – 6/30/11	\$ 190.00 (\$38.00 hour)

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Cortya DaCruz	Assist and observe counselors in academic planning, counseling sessions and event planning.	Counseling
Michel Ehmke	Box Office Assistant	Fine Arts/Behavioral Science/Theater
Amanda Greene	Counseling Internship	Counseling
Jeff Payne	Assist Division Dean	Math/Science Division

RESIGNATION

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Mary Mazzocco	Journalism Instructor	12/19/10

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

TO: Members of the Governing Board

SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

12/03/10	Vendor Payment	11026832-11026864	\$ 49,675.89
12/03/10	Vendor Payment	11026865-11026871	\$ 48,787.76
12/03/10	Vendor Payment	11026872-11027045	\$ 31,699.41
12/06/10	Vendor Payment	11027046-11027193	\$397,272.62
12/06/10	Vendor Payment	11027194-11027197	\$ 9,177.72
12/08/10	Vendor Payment	11027198-11027223	\$720,824.04
12/08/10	Vendor Payment	11027224-11027225	\$ 6,207.85
12/09/10	Vendor Payment	11027226-11027234	\$ 46,009.12
12/16/10	Vendor Payment	11027235-11027417	\$343,674.47
12/16/10	Vendor Payment	11027418-11027421	\$ 3,163.16
12/17/10	Vendor Payment	11027422-11027554	\$ 22,813.64
01/06/11	Vendor Payment	11027555-11027597	\$158,511.99

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.

Government Code: ECS 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$1,788,141.78

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

Yulian I. Ligioso, Vice President
 Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

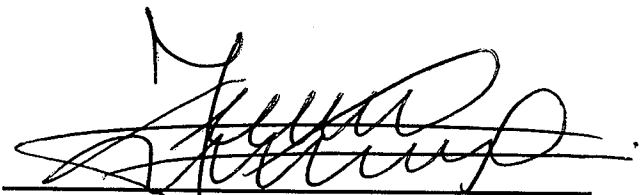
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

January 7, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

January 7, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN KANATSIZ COMMUNICATIONS AND SOLANO COMMUNITY COLLEGE DISTRICT TO PROVIDE WEB CONTENT PROGRAMMING, SITEMAP DEVELOPMENT AND ORGANIZATION OF CONTENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Kanatsiz Communications will provide Web content programming, which includes sitemap development and organization of content, 160 pages of programming, for a total of 140 hours. This item is being presented to the Governing Board for approval.

The District will compensate Kanatsiz Communications for all services rendered and expenses at a rate of seven-thousand dollars and no cents (\$7,000.00).

Copies of the agreement are available in the Office of the Superintendent-President, Office of the Vice President of Finance and Administration, and the Office of Institutional Advancement.

Government Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact:* \$7,000.00

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Peter F. Bostic, Executive Director
Institutional Advancement

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

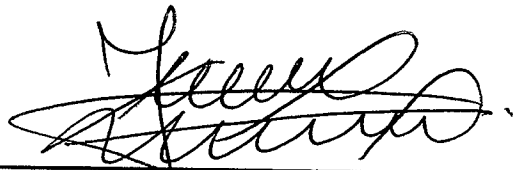
ADDRESS

(707) 864-7141

TELEPHONE NUMBER

Administration
ORGANIZATION

January 7, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

January 7, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Kanatsiz Communications, 10 Mar del Rey, San Clemente, CA, 92676**, hereinafter referred to as "Kanatsiz Communications."

WHEREAS, the District desires to engage Kanatsiz Communications to offer Web site content programming services on terms and conditions provided in this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. Kanatsiz Communications will provide the District with content programming for the College's Website, which includes; sitemap development and organization of content, 160 pages of programming, for a total of 140 hours.
- B. The District will compensate Kanatsiz Communications for all services rendered and expenses at a rate of seven-thousand dollars and no cents (\$7,000.00).
- C. Payments by the District to Kanatsiz Communications will be due upon receipt of invoice.
- D. **IT IS MUTUALLY UNDERSTOOD** that Kanatsiz Communications and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Kanatsiz Communications and the District respectively.
- E. The District will indemnify, and hold harmless, in any actions of law or equity, Kanatsiz Communications, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Kanatsiz Communications. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

reason of any of Kanatsiz Communications operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

- F. The District shall become the owner of, and entitled to exclusive possession of all records, documents, graphs, photographs or other reproductions of any kind produced in the scope of services performed under this Agreement and no other uses thereof will be permitted except by permission of the District.



Kanatsiz Communications
10 Mar del Rey
San Clemente, California, 92676

Date 12/24/2010

Dr. Jowel Laguerre
Superintendent-President
Solano Community College
Fairfield, CA 94534

Date _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ESTABLISHMENT OF THE NONRESIDENT TUITION FEE FOR 2011-12, RESOLUTION NO. 10/11-19
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11-19, Establishment of the Nonresident Tuition Fee for 2011-12. The 2010-11 current nonresident tuition fee is \$190.00 per unit. Per Education Code Section 76140, the Governing Board must adopt a nonresident tuition fee before February 1 of each year.

The Board may adopt one of four rates: (1) Statewide average cost, (2) District average cost, (3) District average cost with 10% or more noncredit FTES; (4) Rates of contiguous districts, (5) No more than District average cost—not less than statewide average cost, (6) Highest years statewide average tuition rate, or (7) No more than 12 comparable states' average tuition.

It is recommended that the District's 2011-12 nonresident tuition fee be established at \$197.00 per unit, which is the District's calculated rate. Resolution No. 10/11-19 is attached, along with the 2011-12 Nonresident Fees Worksheet.

Government Code: ECS 76140 Board Policy: 5070 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

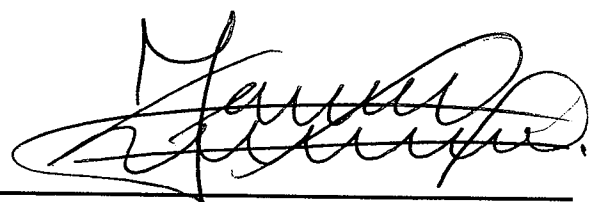
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

January 7, 2011

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT



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

January 7, 2011

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

1 SOLANO COMMUNITY COLLEGE DISTRICT
2 GOVERNING BOARD

3 ESTABLISHMENT OF NONRESIDENT TUITION FEE
4 FOR ACADEMIC YEAR 2011-12

5 RESOLUTION NO. 10/11-19

6 TO COMPLY WITH REQUIREMENTS OF EDUCATION CODE SECTION 76140

7
8 WHEREAS, Such tuition fee may be based upon (a) the local district's current expense of
9 education per unit of Full Time Equivalent Student (FTES); (b) the statewide average rate per unit
10 of FTES; (c) district average cost with 10% or more noncredit FTES; (d) the highest rate of a
11 contiguous district; (e) any rate within a range that is not more than the District's current expense of
12 education per FTES and not less than the statewide average; (f) highest years statewide average
13 tuition; or (g) no more than 12 comparable states' average tuition; and

14
15 WHEREAS, Education Code Section 76140 mandates that the proposed tuition fee be
16 increased by the United States Consumer Price Index (U.S.C.P.I.) for two fiscal years, as
17 determined by the Department of Finance, State of California, which results in a factor of 1.053;
18 now therefore be it

19 RESOLVED, That the District nonresident tuition fee for the academic year 2011-12,
20 beginning with the summer session, be established at \$197.00 per unit based on the District's
21 calculated rate.

22
23 PASSED AND ADOPTED This 19th day of January 2011, by the Governing Board of
24 Solano Community College District.

25 _____
26 DENIS HONEYCHURCH, J.D., PRESIDENT

27 _____
28 JOWEL C. LAGUERRE, Ph.D., SECRETARY

California Community Colleges

2011-12 NONRESIDENT FEES WORKSHEET

NONRESIDENT TUITION FEE CALCULATIONS

2011-12 NONRESIDENT TUITION FEE (ECS 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2009-10 CCFS 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$ 6,572,810,163	\$54,001,536	\$ _____
B. Annual Attendance FTES (Recal 2009-10)	1,309,138	9,543.5	_____
C. Average Expense of Education per FTES (A ÷ B)	\$ 5,021	\$ 5,618	\$ _____
D. U.S. Consumer Price Index Factor (2 years)	x 1.053	x 1.053	x 1.053
E. Average Cost per FTES for Tuition Year (C x D)	\$ 5,287	\$ 5,916	\$ _____
F. Average Per Unit Nonresident Cost:			
Semester-System (E ÷ 30 units)	\$ 176	\$ 197.00	\$ _____
<u>OR</u>			
Quarter-System (E ÷ 45 units)	\$ 117	\$ _____	\$ _____

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

BASIS FOR ADOPTION: Options 1-7 (place an X in one box only).

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | 1. Statewide average cost, per column 1. (ECS 76140(e)(1)(B)) |
| <input checked="" type="checkbox"/> | 2. District average cost, per column 2. (ECS 76140(e)(1)(A)) |
| <input type="checkbox"/> | 3. District average cost with 10% or more noncredit FTES, per column 3. (ECS 76140(e)(1)(A)) |
| <input type="checkbox"/> | 4. Contiguous district: _____ (Specify district and its fee.) |
| <input type="checkbox"/> | 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost. |
| <input type="checkbox"/> | 6. Highest Years Statewide average tuition. (ECS 76140(e)(1)(B)) |
| <input type="checkbox"/> | 7. No more than 12 Comparable States' Average Tuition. (ECS 76140(e)(1)(E)) |

NONRESIDENT TUITION FEE CALCULATION DETAILS FOR OPTIONS 3, 6 AND 7

Option 3 comes from information provided in **Column 3**. Districts with ten percent or more noncredit FTES are only able to utilize this option. If your district qualifies, then exclude noncredit FTES and noncredit expense of education data when you fill out this column (ECS 76140(e)(1)(A)).

Option 6 'Highest Years Statewide Average Tuition'. The greater amount of statewide nonresident tuition from 2006-07 through 2011-12, which is from 2007-08 at \$190 per semester unit or \$126 per quarter unit (ECS 76140(e)(1)(B)).

Option 7 'No more than 12 Comparable States' Average Tuition'. No greater than the 2009-10 average nonresident tuition fee of public community colleges in a minimum of 12 states comparable to California in cost of living. This average is calculated to be \$280 per semester unit or \$187 per quarter unit.

Requirement for Use of Options 6 and 7: It is the responsibility of the district to ensure and document that the additional revenue generated by the increased nonresident tuition permitted under options 6 and 7 shall be used to expand and enhance services to resident students only (ECS 76140(e)(2)).

NONRESIDENT CAPITAL OUTLAY FEE (ECS 76141)

For districts electing to charge a **capital outlay fee** to any nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2009-10 \$ n/a
 - b. FTES for 2009-10 _____
 - c. Capital outlay expense per FTES (*line a divided by line b*) _____
 - d. Capital Outlay Fee per unit:
 1. Per semester unit (*line c divided by 30 units*) _____

OR

 2. Per quarter unit (*line c divided by 45 units*) _____
 - e. 2011-12 Nonresident Student Capital Outlay Fee (*the lesser of line d OR 50% of adopted 2011-12 Nonresident Tuition Fee*) _____
-

The district governing board at its January 19, 2011 meeting adopted a **nonresident tuition fee** of \$ 197.00 per semester unit or \$ n/a per quarter unit, and a **nonresident capital outlay fee** of \$ n/a per semester unit or \$ n/a per quarter unit.

District Solano Community College District

Contact Person Yulian I. Ligioso, Vice President, Finance & Administration

Phone Number & email 707.864.7209 Yulian.Ligioso@solano.edu

Upon adoption of the 2011-12 nonresident tuition and capital outlay fees by your district governing board no later than February 1, 2011, please submit a completed copy of this worksheet by February 15, 2011 to:

California Community Colleges Chancellor's Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057
ATTN: Mike Yarber

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

TO: Members of the Governing Board

SUBJECT: DESIGNATION AND DISPOSAL/DISPOSITION OF
DISTRICT SURPLUS EQUIPMENT AND PROPERTY,
RESOLUTION NO. 10/11-20

REQUESTED ACTION: APPROVAL

SUMMARY:

Last October 2010, staff prepared two retired surplus fire trucks for disposal but was asked to further research its possible retention. That research has been accomplished, and it has been confirmed that the retention of the fire trucks cannot be legally accomplished. If the trucks were to be kept, the District could in fact be cited by one of the various agencies it reports to for an emissions compliance violation. The two engines have been tagged "retired" and staged for their required removal from the state for private auction. As we continue to "clean house," and in compliance with Education Code 81000 et seq for appropriate disposition methods and/or restrictions, staff is requesting approval of the attached Resolution No. 10/11-20 authorizing disposal of the two 1978 retired fire trucks (a GMC and a Howe).

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

Government Code: ECS 70902(b)(6) and ECS 81542 Board Policy: 3320 Estimated Fiscal Impact: None

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

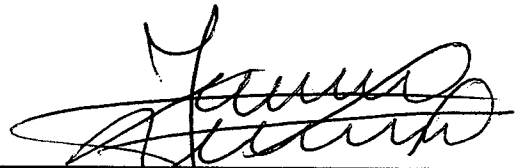
TELEPHONE NUMBER

Facilities

ORGANIZATION

January 7, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

January 7, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/DISPOSITION OF
DISTRICT SURPLUS EQUIPMENT AND PROPERTY**

RESOLUTION NO. 10/11-20

1 **WHEREAS**, The California Education Code, Sections 81540.5 and 81452 provides that if
2
3 the Governing Board, by a majority of those members present, finds that the property, whether
4
5 one or more items, does not exceed in value the sum of five thousand dollars (\$5,000), the
6
7 property may be sold at a private sale without advertising or donated to a school district,
8
9 community college district, or other public entity, by an employee of the District empowered for
10
11 that purpose by the Board;

12 **WHEREAS**, The Governing Board of the Solano Community College District has
13
14 determined any item or items of property having previously been offered for sale pursuant to
15
16 Section 81450, but for which no qualified bid was received, may be sold at a private sale without
17
18 advertising by an employee of the District empowered for that purpose by the Board;

19 **WHEREAS**, The Governing Board of the Solano Community College District by a
20
21 majority vote of those members present, finds that the property is of insufficient value to defray
22
23 the cost of arranging a sale, the property may be donated to a school district, community college
24
25 district, or other public entity deemed appropriate by the Board, or it may be disposed of in the
26
27 local public dump on order of any employee of the District empowered for that purpose by the
28
29 Board; and

30 **WHEREAS**, The Governing Board of the Solano Community College District has
31
32 determined that the personal property, described as two retired and surplus fire trucks (1978 GMC
33
34 and 1978 Howe), is unsatisfactory for retention and not suitable for school use and has a unit value
35
36 of less than \$5,000; now therefore be it

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**DESIGNATION AND DISPOSAL/DISPOSITION OF
DISTRICT SURPLUS EQUIPMENT AND PROPERTY**

RESOLUTION NO. 10/11-20

(CONTINUED- PAGE 2)

RESOLVED, The Director of Facilities, with the approval of the Superintendent-
President, is authorized to donate or dispose of said property.

PASSED AND ADOPTED This 19th day of January 2011, by the Governing Board of the
Solano Community College District.

DENIS HONEYCHURCH, J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ATTESTING TO THE FUTILITY OF BIDDING A
CONTRACT FOR THE REPLACEMENT OF THE
FAIRFIELD CAMPUS SID IRRIGATION WATER
DISTRIBUTION SYSTEM, RESOLUTION NO. 10/11-21

REQUESTED ACTION: APPROVAL

SUMMARY:

The Fairfield campus receives all of its irrigation water from the Solano Irrigation District through a large single pipe entering the north end of the campus. That pipe connects to the College distribution system (termed our "SID" system), located behind the gym/swimming pool. That system is original campus equipment (circa 1970's), has been failing for months, and has been kept operable with emergency fixes. In November, just as the rains were about to start, the system failed. For over a month, staff searched for a design and/or build firms that could provide a quote on a replacement system. Only one company was willing to give a quote--Custom Power & Pump, located in Sacramento. Timing of the installation of the replacement system is critical to occur prior to any possible dry period in the early spring. Legal counsel was consulted and provided a resolution allowing the District to forego the formal bidding process and award the work to a single firm with expertise in the area needed. Attached is Resolution No. 10/11-21, as well as the proposal by Custom Power & Pump. Cost estimate and references have been reviewed in detail.

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

Government Code: Public Contract Code Section 20111 Board Policy: 3220 and 3600
Estimated Fiscal Impact: Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David V. Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

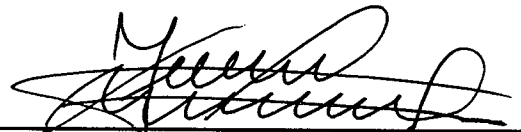
TELEPHONE NUMBER

Maintenance and Operations

ORGANIZATION

January 7, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

January 7, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**ATTESTING TO THE FUTILITY OF BIDDING A CONTRACT FOR
THE REPLACEMENT OF THE FAIRFIELD CAMPUS
SID IRRIGATION WATER DISTRIBUTION SYSTEM**

RESOLUTION NO. 10/11-21

WHEREAS, The Solano Community College District (“District”) Fairfield Campus (“Campus”) has an irrigation pumping system (termed the District’s “SID” system) to distribute irrigation water supplied to the Fairfield Campus by the Solano Irrigation District to irrigation sub-systems and components throughout the Campus to meet critical daily irrigation requirements;

WHEREAS, The District SID water pump and distribution system recently failed and although the District funded emergency repairs to try make the system operational, such repairs achieved only temporary functionality;

WHEREAS, The water pump and distribution system equipment was mostly original equipment to the campus and therefore over forty (40) years old, it is in need of immediate replacement to support the upcoming daily irrigation needs of the Campus;

WHEREAS, The District staff has done an exhaustive search in the District’s area for cost estimates for the timely design, buildup, and installation of the water pump and distribution system but has been able to obtain only one estimate;

WHEREAS, The proposal for the design, buildup, and installation of the water pump and distribution system (“Project”) was provided by Custom Pump & Power, Inc. of Sacramento, California on December 16, 2010, and includes a proposed cost for the Project of \$127,600.00;

WHEREAS, Custom Pump & Power has indicated that six to eight (6-8) weeks will be necessary to obtain critical components to build the water pump and distribution system and prepare for its installation;

1 SOLANO COMMUNITY COLLEGE DISTRICT
2 GOVERNING BOARD

3 ATTESTING TO THE FUTILITY OF BIDDING A CONTRACT FOR
4 THE REPLACEMENT OF THE FAIRFIELD CAMPUS
5 SID IRRIGATION WATER DISTRIBUTION SYSTEM

6 RESOLUTION NO. 10/11-21

7 (CONTINUED – PAGE 2)

8 WHEREAS, Although the cost estimate for rebuilding and installing the new system
9 exceeds the formal bid limit in Public Contract Code Section 20111 of \$15,000, a formal bid
10 process would create an additional delay of six to eight weeks and likely cause significant damage
11 to the recently-installed athletic field turf, other turf, and plants on the Campus that depend upon a
12 functioning water pump and distribution system;

13 WHEREAS, The District's search for area companies to provide additional cost estimates
14 for the Project and review of the proposal has indicated that there is no cost advantage to be gained
15 by proceeding with a formal bid process for the Project and there are significant costs to be avoided
16 by proceeding with the Project in an expedited timeframe;

17 WHEREAS, Bidding the Project would be incongruous, futile, and unavailing for the
18 following reasons:

- 19
- 20 1) Costs of the materials and the labor rates have been verified and the written proposal
21 received from Custom Pump & Power is a reasonable cost estimate for the scope of work
22 and materials involved in the Project;
 - 23 2) The District staff's search for cost proposals from other area contractors able to familiarize
24 themselves with the Project scope and mobilize for Project completion has failed to obtain
25 any additional written proposals from contractors;
 - 26 3) Formal public bidding of the Project would cause a significant delay in Project completion
27 and risk significant costs due to potential damage to turf and plants on Campus that depend
28 upon a functioning water pump and distribution system;

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

ATTESTING TO THE FUTILITY OF BIDDING A CONTRACT FOR
THE REPLACEMENT OF THE FAIRFIELD CAMPUS
SID IRRIGATION WATER DISTRIBUTION SYSTEM

RESOLUTION NO. 10/11-21

(CONTINUED – PAGE 3)

WHEREAS, Based on this information, formal bidding of the Project will not produce any advantage for the District, but will produce a net burden and distinct disadvantages to the District as follows:

- 1) The overall cost of formally bidding the Project will result in an additional cost to the District, over and above the cost of completing the Project via the written proposal received;
- 2) Formally bidding the Project would cause significant and costly delays;

WHEREAS, District staff has reviewed the price to perform the Project and has concluded that the Custom Pump & Power price, as negotiated, is reasonable; and

WHEREAS, Although pursuant to Public Contract Code Section 20111, a community college district is required to competitively bid a contract including construction services with a value above \$15,000, California law provides that, "where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694; now therefore be it

RESOLVED, The Governing Board of the Solano Community College District hereby resolves, determines, and finds the following:

- 1) That the foregoing recitals are true, including specifically:
 - a. The successful and timely completion of the Project is critical to the daily maintenance of the landscaping and fields on the Fairfield Campus;

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**ATTESTING TO THE FUTILITY OF BIDDING A CONTRACT FOR
THE REPLACEMENT OF THE FAIRFIELD CAMPUS
SID IRRIGATION WATER DISTRIBUTION SYSTEM**

RESOLUTION NO. 10/11-21

(CONTINUED – PAGE 4)

b. Proceeding through public bidding for the Project would cause significant delays in Project completion and substantially increase the costs of the Project through risking major damage to the turf and plants on the Campus that depend upon a functioning water pump and distribution system;

c. The District's review of the written estimate obtained for the Project have indicated that it is a reasonable cost estimate for the materials and scope of work involved in the Project; and;

d. The District staff's and consultant's thorough search for area contractors to provide costs estimates for the Project have indicated that there is no cost advantage to be gained by proceeding through public bidding for the Project.

2) Based on the foregoing, it would be incongruous, futile, and unavailing to publicly bid the Project.

3) It would not produce an advantage to the District, and would produce a net burden and distinct disadvantages to the District, to publicly bid the Project.

4) The District's Superintendent-President or designee is authorized to accept the proposal from Custom Pump & Power for the Project without further advertising for or inviting of bids, and to take all steps and perform all actions necessary to execute and implement that agreement, including payment to Custom Pump & Power for the performance of the Project.

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**ATTESTING TO THE FUTILITY OF BIDDING A CONTRACT FOR
THE REPLACEMENT OF THE FAIRFIELD CAMPUS
SID IRRIGATION WATER DISTRIBUTION SYSTEM**

RESOLUTION NO. 10/11-21

(CONTINUED – PAGE 5)

PASSED AND ADOPTED This 19th day of January 2011, by the Governing Board of
the Solano Community College District.

DENIS HONEYCHURCH, J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 20 TO ROEBBELEN
 CONTRACTING, INC., CONSTRUCTION OF VACAVILLE
 CAMPUS – NEW CLASSROOM BUILDING

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 20 to Roebbelen Contracting, Inc.'s base contract for the Vacaville Center - New Classroom Building. This is a Change Order containing two lengthy negotiated settlements, and should be the last project Change Order of any significant amount. Project is in warranty and close-out. Revised contract figures are as follows:

Contract Award Amount	\$	14,059,000
Prior Change Orders	\$	1,202,512
Change Order No. 20	\$	202,738
Total Change Orders (9.9%)	\$	1,405,250
Revised Contract Amount	\$	15,464,250

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

Government Code: Prop. 39 Board Policy: 3370 Estimated Fiscal Impact: Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David V. Froehlich
 Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance and Operations

ORGANIZATION

January 7, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

January 7, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

01/19/11 - ROEBBELEN CONTRACTING, INC. - VACAVILLE CAMPUS

PCO	Description	Negotiated Amount	Reason	CO
50	<p>The original contract substantial completion date was December 17, 2009. Substantial completion was actually achieved on April 8, 2010, a delay total of 112 calendar days. That 112 days was the aggregate result of a myriad of causes on both sides including, but not limited to, weather, municipal plan modifications, AT&T and PG&E delays, materials availability, sub-contractor and architect response delays, etc. The contractor had submitted a total of \$319,560 in delay claims, however District-assessed liquidated damages (\$102,500) and further negotiations reduced the remaining \$217,060 to the settlement figure shown.</p>	\$ 138,761.00	Unforeseen Conditions	20
221	<p>The above-detailed delay pushed substantial work longer into the cold and wet winter months than planned. That caused a need for temporary power and heat to the building for work conditions as well as to cure windows, flooring materials, etc. The figure shown is the negotiated District portion of the cost of temporary generators and heaters to keep the project progressing. The bulk of the cost is fuel for the rented diesel units</p>	\$ 63,977.00	Unforeseen Conditions	20
Total \$		202,738.00		

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: EXTENSION OF AGREEMENT WITH KITCHELL CEM, INC., CONSTRUCTION MANAGEMENT SERVICES
REQUESTED ACTION: APPROVAL

SUMMARY:

During the holiday break, the following service contract was due to expire and was re-negotiated and extended, subject to Board approval:

- Kitchell CEM, Inc., Construction Management Services: This was originally a 2003 agreement with two subsequent contract extensions, the most recent of which expired on December 31, 2010.
- Staffing had gradually been reduced from a Program Manager and six project managers to a Program Manager and no Project Managers as the projects were completed.
- A single Project Manager will be added on February 1, 2011, to assist with the four to six Bond projects that are underway and/or upcoming.
- A small rate increase (an average of less than 4% for the four planned staff members), the first rate hike in over three years, was negotiated and is included for a total estimate of \$670,620 for 2011 services.
- A copy of Contract Amendment #3 and a summary of fee computations are attached.

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

Government Code: Prop. 39 Board Policy: 3220 Estimated Fiscal Impact: Measure G Funds

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David V. Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

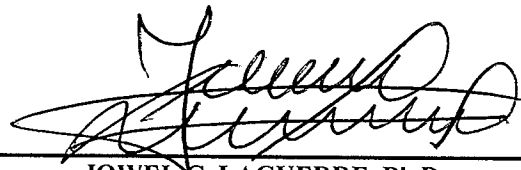
TELEPHONE NUMBER

Maintenance and Operations

ORGANIZATION

January 7, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

January 7, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**Amendment No. 3
January 19, 2011**

**THE SOLANO COMMUNITY COLLEGE DISTRICT & KITCHELL CEM, INC.
FOR BOND PROGRAM PLANNING and MANAGEMENT SERVICES**

Amendment to the Agreement between Solano Community College District and Kitchell CEM, Inc., approved by the Board of Trustees on September 4th, 2003.

Solano Community College District and Kitchell agree as follows:

- A.1. Section 4.2 Program Management Fee for Basic Services: The Owner will pay Kitchell an additional not to exceed maximum fee of \$670,620.00 (Six Hundred Seventy thousand, Six Hundred Twenty dollars). Owner will make payments for the fees monthly, based on the revised exhibit "B". The revised agreement shall remain in effect until December 31, 2011.
- A.2. Section 4.3 Additional Services: Exhibit "B" shall be replaced by Revised Exhibit "B".
- A.3. Section 4.4 Program Manager Billings to District: Exhibit "B" shall be replaced by Revised Exhibit "B".

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Amendment effective on the date first above written.

Date: _____

Russell A. Fox, President
Kitchell CEM, Inc.

Date: _____

Yulian I. Ligioso, Vice President
Finance & Administration
Solano Community College District

Labor and Material Breakdown
Solano CCD Measure G Program Management - 2011

	Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
Lester Young	160	160	160	160	160	160	160	160	160	160	160	160
Tohn Smith	0	160	160	160	160	160	160	160	160	160	160	160
Justin Hall	100	80	100	100	80	80	0	0	0	0	0	0
Mary Lancaster	160	160	160	160	160	160	160	160	160	160	160	160

	Total Hrs	Rate	Costs
Lester Young	1920	\$147	\$282,240
Tohn Smith	1760	\$135	\$237,600
Justin Hall	540	\$97	\$52,380
Mary Lancaster	1920	\$50	\$96,000
Reimbursable			
Materials Allowance	12	\$200	\$2,400
Total Add Service Request			\$670,620

Revised Exhibit B - KCEM
Hourly Rate Schedule **2011 Hourly Rates**

Program Director	\$165
Program Manager	\$147
Project Engineer	\$97
Project Manager	\$135
Technical Support Manager	\$135
Registered Architect	\$135
Civil Engineer	\$135
Structural Engineer	\$135
Mechanical Engineer	\$135
Electrical Engineer	\$135
Scheduler	\$125
Estimator	\$125
Clerical	\$50

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PUBLIC HEARING TO CONSIDER APPROVAL OF THE FLEXIBILITY PROVISION FOR CATEGORICAL PROGRAMS CONTAINED IN THE 2010-11 BUDGET

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested, under the revised Budget Act (ABX41), to redirect the expenditures of certain categorically funded programs. This action relieves the District of all state statutory, regulatory, and provisional requirements associated with the twelve programs contained in the flexibility category: Academic Senate, Childcare Tax Bail Out, Equal Employment Opportunity, Economic Development, Apprenticeship, Part-Time Faculty Office Hours, Part-Time Faculty Health Insurance, Part-Time Faculty Compensation, Transfer Education and Articulation, and Matriculation.

Government Code: ECS 84043 Board Policy: 3020 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

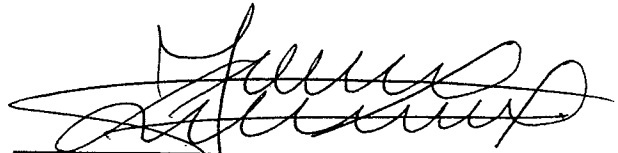
TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

January 7, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

January 7, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION PROCLAIMING FEBRUARY 2011 AS
BLACK HISTORY MONTH AT SOLANO COMMUNITY
COLLEGE, RESOLUTION NO. 10/11-22

REQUESTED ACTION: APPROVAL

SUMMARY:

A resolution proclaiming February 2011 as Black History Month at Solano Community College is presented for approval.

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mostafa Ghous
Director, Student Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7168

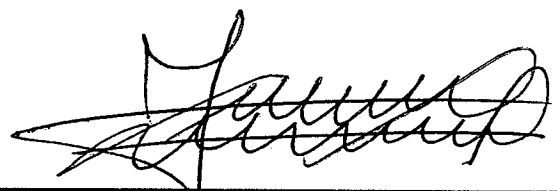
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 7, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

January 7, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2011 AS
BLACK HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 10/11-22

WHEREAS, The Solano Community College District Governing Board honors the heritage of African Americans and acknowledges their many contributions to our Nation;

WHEREAS, Dr. Carter Woodson established Black History Month Week in February 1925, choosing a month that marks the birthdays of two important men who greatly impacted the American black population, Abraham Lincoln and Frederick Douglass;

WHEREAS, In the year 1976, the observance was expanded to Black History Month;

WHEREAS, This month holds great significance from the many milestones it contains: on February 23, 1868, the civil rights leader and co-founder of the NAACP, W.E.B. DuBois, was born; on February 3, 1870, the 15th Amendment, granting blacks the right to vote, was passed; on February 12, 1909, the NAACP was founded; and on February 1, 1960, a civil rights movement milestone occurred when a group of black college students began a sit-in at a segregated Woolworth's lunch counter in Greensboro, NC; and

WHEREAS, All of these events and historic visionary leaders such as Frederick Douglass, Thurgood Marshall, and Dr. Martin Luther King, Jr., blazed a trail for freedom, equality, and opportunity and symbolize why Black History Month is celebrated;

RESOLVED, That the Solano Community College District Governing Board proclaims February 2011 as Black History Month.

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

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION PROCLAIMING FEBRUARY 2011 AS
BLACK HISTORY MONTH AT SOLANO COMMUNITY COLLEGE**

RESOLUTION NO. 10/11-22

(CONTINUED – Page 2)

PASSED AND ADOPTED This 19th day of January 2011, by the Governing Board of
Solano Community College District.

DENIS HONEYCHURCH J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION PROCLAIMING FEBRUARY 2011 AS CAREER AND TECHNICAL EDUCATION MONTH AT SOLANO COMMUNITY COLLEGE, RESOLUTION NO. 10/11-23
REQUESTED ACTION: APPROVAL

SUMMARY:

A resolution proclaiming February 2011 as Career Technical Education Month at Solano Community College is presented for approval.

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

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Lucia Robles, Interim Dean
Business and Career Technical Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7155

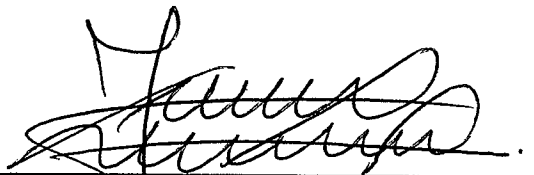
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

January 7, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

January 7, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION PROCLAIMING FEBRUARY 2011 AS CAREER TECHNICAL
EDUCATION MONTH AT SOLANO COMMUNITY COLLEGE

RESOLUTION NO. 10/11-23

WHEREAS, February 2011 has been designated Career and Technical Education (CTE) Month in recognition of the programs and instructors that prepare our nation's secondary and postsecondary students for a wide range of careers, particularly in those fields predicted by the U.S. Bureau of Labor Statistics to be among the fastest growing occupations within the next decade such as healthcare and emerging occupations such as renewable energy and energy efficiency;

WHEREAS, Investing in CTE yields big returns to the community by producing a well-educated and skilled workforce that can effectively compete in the global economy, equipped for the profound economic and technological developments of our world that are rapidly exhibited in the structure and nature of work, thereby placing new and additional responsibilities on our educational system and requiring workers to be trained in skilled professions with CTE; and

WHEREAS, CTE plays a crucial role in a strong, well-educated workforce, fosters productivity in business and industry, contributes to America's leadership in the international marketplace, and offers individuals lifelong opportunities to learn new skills, providing them with career choices and potential job satisfaction;

RESOLVED, That the Solano Community College District Governing Board proclaims February 2011 as Career and Technical Education Month and supports the ever-increasing cooperative efforts of career and technical educations, business and industry to stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade.

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

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION PROCLAIMING FEBRUARY 2011 AS CAREER AND TECHNICAL
EDUCATION MONTH AT SOLANO COMMUNITY COLLEGE

RESOLUTION NO. 10/11-23

(CONTINUED – Page 2)

PASSED AND ADOPTED This 19th day of January 2011, by the Governing Board of
Solano Community College District.

DENIS HONEYCHURCH J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

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

TO: Members of the Governing Board

SUBJECT: "THE 99" – THE ULTIMATE NEAR DEATH EXPERIENCE

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Pastor Joan West from the Christian Liberty Church in Fairfield, California, will make a presentation to the Board on "The 99", which symbolizes what national statistics tell us is the average amount of preventable deaths among the youth of America every day. These deaths are caused by drugs, alcohol, suicide, auto accidents, disease and natural causes. This walk through reality theatre will dramatize the five leading causes of death to teenagers and young adults. This state-of-the-art production is designed to show the youth of today, primarily focusing on young people between 12 and 24 years of age, the end result of poor choices and bad decisions. "The 99" is housed in a 20,000 square foot inflatable air structure that travels across America. The production runs for three to four weekends in each city.

Approval is requested for the use of an appropriate Solano Community College parking lot from May 2 – June 15, 2011, to accommodate this production, with an estimated attendance of 10,000 – 20,000 people throughout the event.

Many law enforcement agencies, churches, nonprofit organizations, and cities are supporting this worthwhile effort. Solano College's Administrative Leadership Team recommended holding the event on campus at its meeting held January 7, 2011.

<i>Government Code</i>	<i>Board Policy</i>	<i>Estimated Fiscal Impact</i>	<i>College-Sponsored Event</i>
------------------------	---------------------	--------------------------------	--------------------------------

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Peter F. Bostic, Executive Director
 Institutional Advancement

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

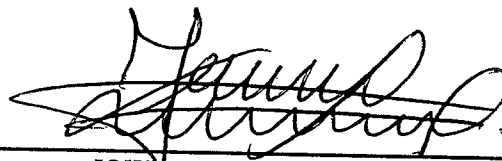
ADDRESS

(707) 864-7141

TELEPHONE NUMBER

Administration
ORGANIZATION

January 7, 2011
**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT.**



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

January 7, 2011
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



Solano Community College Facilities Contract

Return to: Facility Coordinator
 Solano Community College
 4000 Suisun Valley Road
 Fairfield CA 94534-3197
 707-864-7000 Ext. 4400
 Fax: 707-646-2074

Date of Issue: January 7, 2011

Organization: The 99 Program
 Co-Sponsored by SCC
 Authorized Representatives: Sam Mabanag

Title: Pastor

Address: 1550 Webster Street
 Fairfield CA 94533

Phone (day): 707-425-9673 Phone (eve):
 Cell Phone: 707-301-6447 Fax:
 E-mail Address: samm@lccword.org

Event:

Please Check All That Apply

Description of Organization:	
SCC Co-Sponsorship	<input type="checkbox"/>
Education	<input type="checkbox"/>
Community Group	<input type="checkbox"/>
*Non-Profit	<input type="checkbox"/>
Public Agency	<input type="checkbox"/>
Private Organizations	<input type="checkbox"/>
Other	<input type="checkbox"/>
*IRS ID # _____	

Type of Event:	
Educational	<input type="checkbox"/>
Fundraiser (non-profit)	<input type="checkbox"/>
Athletic/Recreational	<input type="checkbox"/>
Commercial	<input type="checkbox"/>
Political	<input type="checkbox"/>
Religious Service	<input type="checkbox"/>
Emergency Preparedness	<input type="checkbox"/>
Training	<input type="checkbox"/>

Facility	Date(s)	Hours	Rental Fee
Back 1/2 of cafeteria	T&TH, Feb. 1 & 3, 2011	7-9 p.m.	Fees waived
811	W, Feb. 2, 2011	2-4p.m.	Fees waived
Parking lot 1	M-F, May 2 - 12, 2011	all day	Fees waived Set-up for event
Parking lot 1	F-SU, May 13-June 5	7-9p.m.	Fees waived Event days
Parking lot 1	M-F, June 6 - June 15	all day	Fees waived Clean-up & Take down

Event Starting Time: See above for times Setup Starting Time:

Event Ending Time: _____ Clean up Hours: _____
 Admission Fee: -0- Estimated Attendance: 10,000 - 20,000 throughout event duration

Services/Requirements:	
_____ Custodian(s) \$ _____	_____ Audio Visual \$ _____
_____ Groundskeeper(s) \$ _____	_____ Athletic Assistant \$ _____
_____ Campus Police Officer(s) \$ _____	_____ Scoreboard Keeper \$ _____
_____ Audio Visual Technician(s) \$ _____	_____ Paint for lining field \$ _____
Service Totals: \$ _____	
*Estimated Grand Total: \$-0-	

Contract Conditions

Certificate of Insurance in the amount of \$ 1,000,000 with an endorsement naming the District as additional insured

Deposit \$ _____
 Due by _____

The Certificate of Insurance and deposit are due upon signing of contract.

In lieu of assessing the District's regular rental and employee costs Solano Community College will receive prominent placement of our name and logo (to be provided by Peter Bostic) in all promotional efforts, including but not limited to, print, electronic, internet-based and broadcast media. Solano Community College will also receive prominent sponsorship placement on all materials displayed and/or distributed at the event.

Lessee must notify Solano Community College of any changes 10 business days prior to event in writing. Lessee must notify Solano Community College of cancellation of event 48 hours prior to scheduled event date. Failure to provide this notice will result in a charge equal to half the estimated contract amount. Lessee will be responsible for any damages sustained by the school premises, furniture, or equipment, because of the occupancy of said premises by Lessee. Lessee must abide by and enforce the rules, regulations, and policies of the Solano Community College district, governing the use of College facilities. Lessee must assume the defense of, and indemnify and hold harmless the Solano Community College district Officers, agents, and employees from all suits, actions, claims, losses or liabilities of every nature and description to which the above named persons and entities may be subjected by reason of injury to persons, or property resulting from the use or occupancy of College property by lessee. Lessee shall also obtain and provide liability insurance coverage in an amount to be specified by the District to have said District carried as a co-insured under such policy.

_____ X _____
 Date District Representative

LESSEE HEREBY ACCEPTS CONTRACT AND AGREES TO BE BOUND BY TERMS AND CONDITIONS AS OUTLINED HEREIN:

_____ X _____
 Date Authorized Signature

An approved contract is the permit to use the facilities.
 The organization's representative in charge must bring the permit to each scheduled use.
Please return signed contract with the original signatures to the Facility Coordinator located in bldg. 1600
 *Final total may exceed the original estimated grand total.



T H E

the ultimate near death
experience



What is "the 99"

"the 99" symbolizes what national statistics tell us is the average amount of deaths among the youth of America, every day! These deaths are caused by drugs, alcohol, suicide, auto accidents, disease and natural causes. This walk through reality theatre will dramatize the five leading causes of death to teenagers and young adults. This state of the art production is designed to show the youth of today the end result of poor choices and bad decisions.

"the 99" is housed in a 20,000 square foot inflatable air structure that travels across America. The production runs for three to four weekends in each city. We travel to a new city every 6 to 8 weeks.

National Teenage Death Statistics

"the 99" stands for the national statistics that tells us an average of 99 teenagers die every day from:

- 31 in auto related accidents
- 16 homicide or domestic violence
- 12 will commit suicide
- The remainder will die of drug overdose, lack of consequences, disease and natural causes

SOLUTION

We believe we can change these numbers through this strategic plan of:

"the 99" reality walk through theatre

Public school "Arrive Alive" assemblies

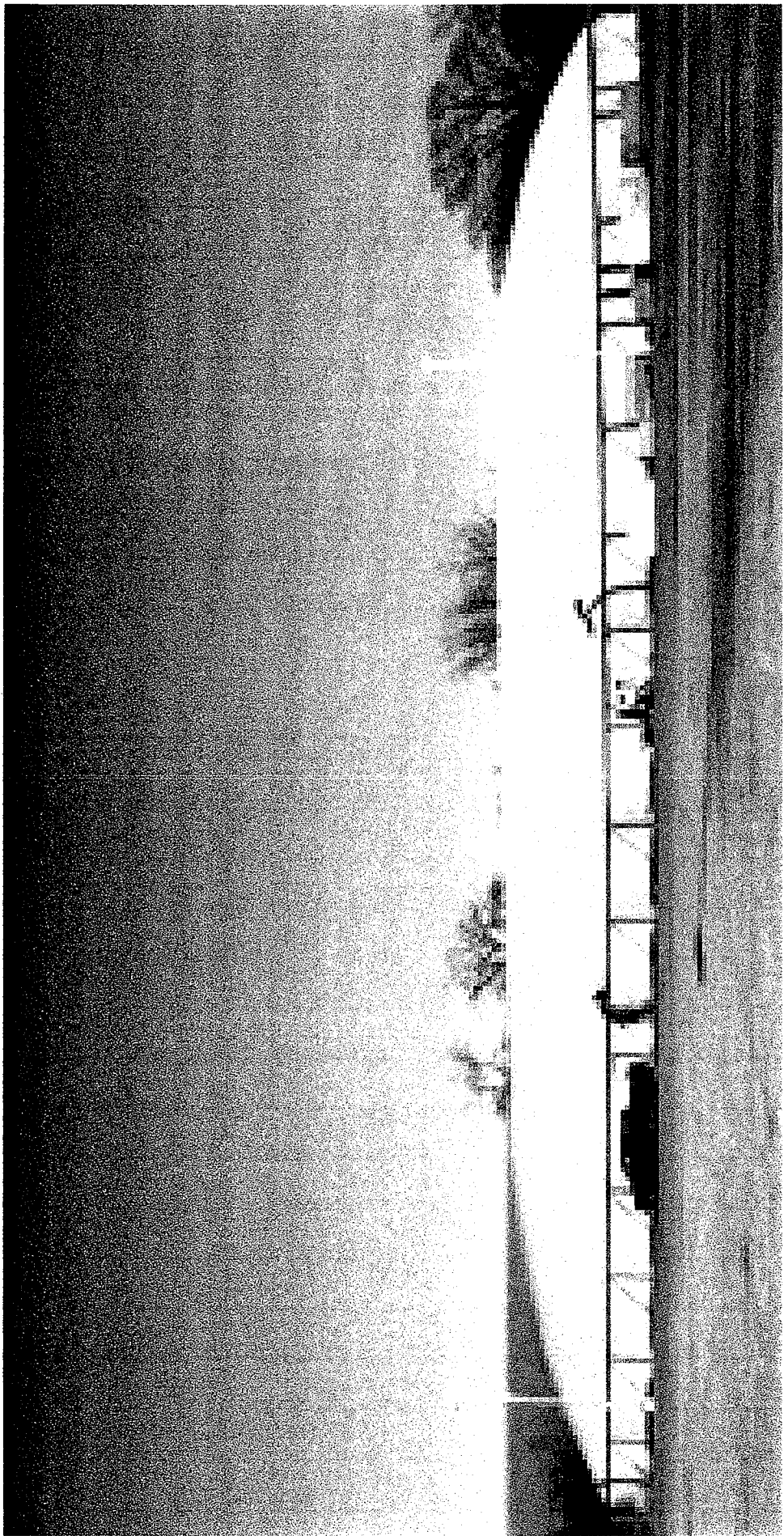
Web Help Links

- Suicide Prevention
- Drinking & Driving Awareness
- Teen Peer Pressure
- Making Right Choices

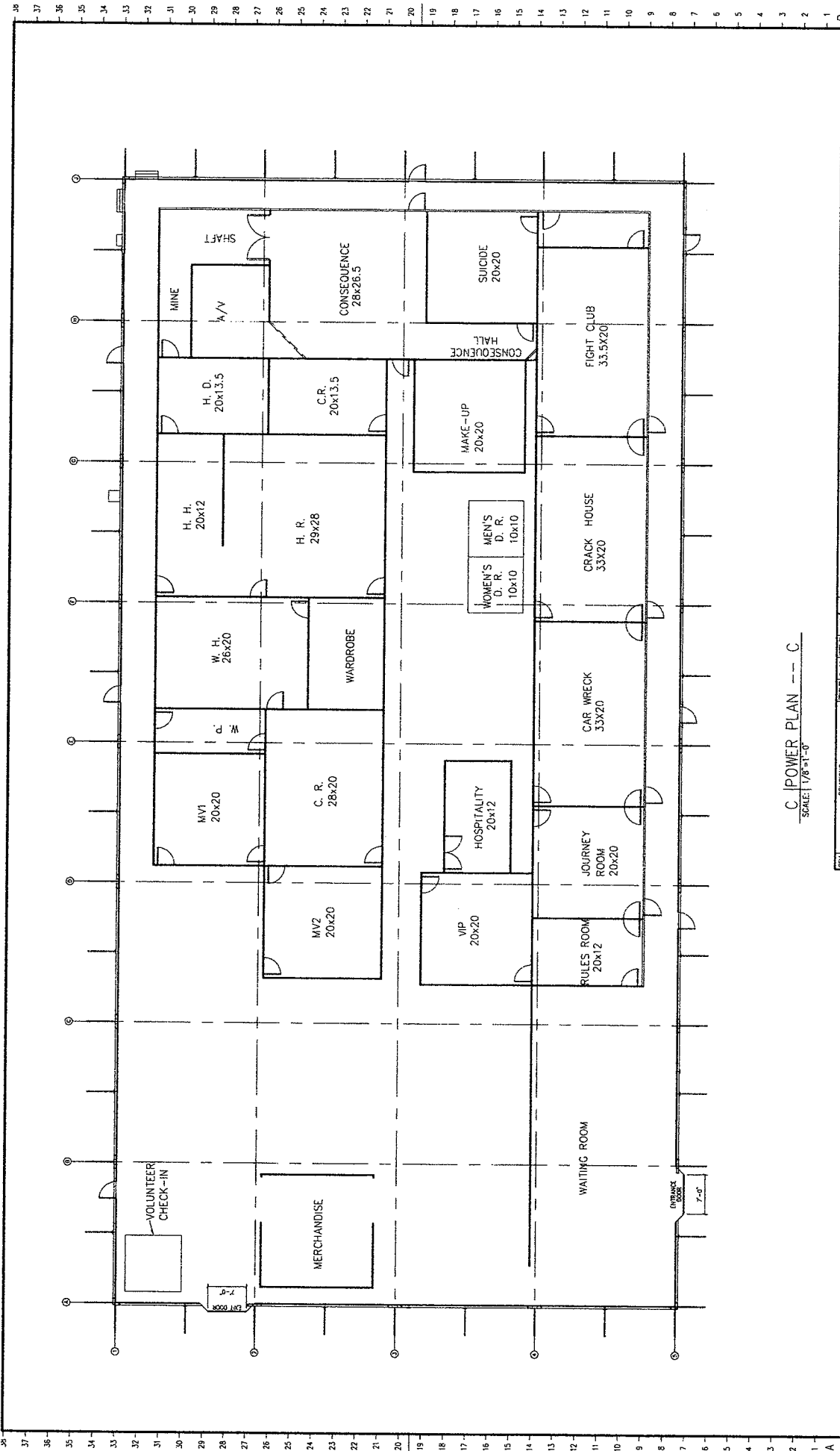
T H E

Total Attendance for “the 99”

<u>City & Date</u>	<u>Attendance</u>
Rogers, Arkansas – May 2008	10,487
Enid, Oklahoma – July 2008	8,091
Omaha, Nebraska – August 2008	16,094
Little Rock, Arkansas – October 2008	16,772
Odessa, Texas – March 2009	16,827
Tulsa, Oklahoma – May 2009	16,281
Erie, Pennsylvania – June 2009	8,847
Warren, Ohio – July 2009	18,035
Loganville, Georgia – September 2009	16,918
Lakeland, Florida – October 2009	16,992
Laredo, Texas – December 2009	10,432
Myrtle Beach, South Carolina – April 2010	13,801
Indianapolis, Indiana – May 2010	10,019
Louisville, Kentucky – June 2010	9,705
Grand Rapids, Michigan - July 2010	15,026
<u>Baton Rouge, Louisiana – October 2010</u>	<u>25,420</u>
Totals	229,747



STRUCTURAL FLOOR PLAN



C | POWER PLAN --- C
SCALE: 1/8"=1'-0"

REV	REVISIONS	DATE	BY	DATE	REV	REVISIONS
0	INITIAL ISSUE					

DATE	BY	DATE	BY

CLIENT REF. NO.	JOB NO.	SCALE	DRAWING NO.	REV.
ST1-070108	ST1	1/8"=1'-0"	PP105	0

DATE	BY	DATE	BY

DAVID WINE TENTS
1607260
JACKSONVILLE, FL

POWER PLAN

The 99 aims to help teenagers make good decisions

By Katie Butler Staff Writer // katieb@nwanews.com

Posted on Sunday, May 25, 2008

URL: <http://www.nwanews.com/bcdr/News/62126/>

ROGERS — The 20, 000-square-foot white tent looming behind Lewis and Clark Outfitters in Pinnacle Hills isn't a circus.

It's a walk-through theater that portrays real-life situations — car accidents, homicides, domestic violence and suicide. The 99, a number signifying the average number of students who die every day, has attracted more than 2, 000 visitors since it opened last weekend in Rogers.

Wanting to play an active role helping teenagers make good choices to prevent young-age deaths, director Terry Henshaw said he and his friends saw the value of creating an event that would be unique and attractive to teenagers.

“ We asked the question ‘ How do we stop a teenager from getting into a car with people who are drinking ?’” Henshaw said. “ We want to be a part of the solution rather than just complaining about it. ”

The R-rated reality theater has “ surprises around every corner, ” public relations intern Angee Dawson said.

In one area, as visitors walk between rooms, they hear a car collision overhead; in the next room they witness the scene after the crash occurred.

The lights are dim. The air is silent. This is where 31 people die every day. The actors and actresses perform what would be seen in real life after a car crash caused by drunk driving.

Dawson said that room has particular impact to a lot of teenagers because many have had friends die in car accidents.

Rogers is the first stop for the \$ 750, 000 production as it stops cities in Oklahoma, Nebraska, Missouri and Tennessee over the next few months.

Dawson said the crew's goal is to take The 99 across the country and reach one million teenagers by the end of 2009.

The production is paid for by national sponsors who, Henshaw said, care about teenagers in America.

Rogers Mayor Steve Womack said that after the directors of The 99 contacted him months ago to explain the concept of the reality theater, he was all for bringing the production to Rogers.

“ This kind of thing reinforces the advice that teenagers are getting or should be getting from home, ” Womack said. “ There's so many opportunities out there for teenagers to step out of bounds. If you can reach young people at an early age and can carve that image into their mind of what happens when they make poor choices, I'm for that. ”

As the world hits young people with strong messages from all different sides, Henshaw and Womack and others want to counter by using just as strong messages to perhaps influence the decisions that young people are going to face.

Because of the graphic nature of the 45-minute guided tour, no one under age 12 is admitted. Pregnant women and people with heart conditions are also encouraged to take extreme caution before entering.

Intern Carrinne Harlan said, " It shows the reality of what is happening to our generation and the people we love; it's pretty graphic. "

More than 25, 000 free tickets have been given to schools, churches and community groups to distribute, Dawson said. Her supply of tickets is running low, but if groups still want tickets, Dawson said they can contact her.

The 99 is open from 7 p. m. to midnight Thursday through Sunday, with the last production on June 1. Dawson expects 10, 000 to 15, 000 people to take the tour during their three weekends in Arkansas.

For more information, visit whatisthe99.com.

Copyright © 2001-2008 Arkansas Democrat-Gazette, Inc. All rights reserved.
Contact: webmaster@nwanews.com

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: SARS CONNECT LICENSE AND MAINTENANCE AGREEMENTS
REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

As part of the Banner Project, SunGard has worked with SARS Software Products to develop real-time integration to the SARS software products the District uses for counseling and other student services. The software that was developed to permit this functionality (SARS CONNECT) is being provided free of charge, but we will have to pay minor installation support fees (\$1000) and maintenance fees at \$1000 per year. As the first year is a partial year of support, the maintenance fees will be \$567.12.

In order to accept the software, we are asking for approval to enter into Software License Agreement Order No. 10228 for SARS-CONNECT.

In order to obtain support for the software, we are requesting approval to enter into the Support Agreement Order No. 10228 for SARS-CONNECT.

Government Code: *Board Policy:* *Estimated Fiscal Impact: \$1567.12 One time*
\$1000 Annually
General Fund

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

James Ennis
Interim Chief Information Systems Officer

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7104

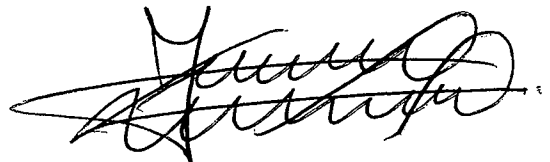
TELEPHONE NUMBER

Information Systems

ORGANIZATION

January 7, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

January 7, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Software License Agreement

Order No. 10228

Customer Name and Mailing Address:

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Terms and Conditions

SARS Software Products, Inc. (SSP) will license to Customer the Software identified on the License Order-Schedule(s) attached to this license agreement subject to the terms and conditions set forth below:

1. Definitions

- 1.1 **Customer** means the entity named on the individual License-Order Schedule(s).
- 1.2 **Documentation** means the on-line help file and printed materials supplied by SSP with the Software.
- 1.3 **New Release** means a new version of the Software. A New Release, as opposed to an Update, is a major change to the Software, involving major changes to the system, added features, and database structural changes, as well as any on-screen help Documentation changes, and improvements to correct errors and defects.
- 1.4 **Proprietary Information** means Software, Documentation, including printed materials, and any other information confidential to SSP or its licensors.
- 1.5 **Principal Period of Maintenance ("PPM")** means 8:30 am to 5:00 p.m. PST/PDT, Monday through Friday, excluding SSP designated holidays.
- 1.6 **Professional Services** means technical, consulting or other services provided by SSP which are outside the scope of the Support Agreement.
- 1.7 **Software** means the object code version of computer programs, including the on-line help file, and any related Documentation for the Software identified in the License Order -Schedule(s). Unless otherwise indicated, Software includes Updates and New Releases.
- 1.8 **Support Service** means the software support services described in the Support Agreement, section 4.
- 1.9 **Support Agreement** means the Support Agreement between the parties.
- 1.10 **SSP** means SARS Software Products, Inc.
- 1.11 **Then-Current Charges** means SSP then-current hourly rate for such services, including any travel time to and from Customer site, plus out-of-pocket expenses incurred, including but not limited to travel, meals, lodging, and miscellaneous necessary supplies.
- 1.12 **Update** means a minor change to the current release of the Software. An Update is issued to maintain the operational quality of the Software and may contain patches, modules, corrections or new features that are small.

2. Effective Date

This Agreement will become effective when signed by both parties and will continue in effect unless terminated in accordance with the provisions set forth in this Agreement.

3. Software

- 3.1 SSP will provide one set of the Software that is the most current on the date that the Software is provided.
- 3.2 SSP will provide all Updates and New Releases of the Software as long as the Support Agreement is in effect.

4. Payment

- 4.1 Customer will pay the license fee set forth in the License-Order Schedule(s), which will be invoiced when the Software is provided.
- 4.2 Customer will pay charges for Support Service, as applicable, which will be invoiced in advance annually.
- 4.3 Customer will pay charges for Support Services provided during times other than the PPM and for Professional Service at Then-Current Charges, which will be invoiced as the services are performed.
- 4.4 All charges must be paid no later than 30 days from the date of the invoice. SSP may impose a late payment charge equal to the lesser of (a) 1-1/2 % per month or (b) the maximum rate allowed by law.

5. Taxes

Customer will pay any tax SSP becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of SSP.

6. Protection of Proprietary Information

- 6.1 Customers will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use as provided in this Agreement. Customer acknowledges that unauthorized disclosure of Proprietary Information may cause substantial economic loss to SSP or its licensors. All materials containing Proprietary Information will be marked with "Proprietary", Confidential", or in a manner which gives notice of its proprietary nature. Proprietary Information will not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for Customer's authorized use. Each copy, including its storage media, will be marked by Customer with all notices which appear on the original.
- 6.2 Upon termination or cancellation of any license granted under this Agreement, Customer will destroy (and certify destruction in writing) or return to SSP all copies of the Software the license for which has been so terminated or canceled, and any other related Proprietary Information in Customer's possession.
- 6.3 Any ideas, concepts, know-how, data processing techniques, Software, Documentation, printed materials, diagrams, schematics or blueprints developed by SSP personnel (alone or jointly with Customer) in connection with any services provided to Customer will be the exclusive property of SSP. SSP grants to Customer a non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this Agreement.
- 6.4 This Section 6 will survive termination or cancellation of this agreement.

7. License

- 7.1 SSP grants to Customer a personal, non-exclusive, non-transferable and limited license to use the Software and related Documentation according to the terms and conditions of this Agreement, solely for Customer's internal data processing requirements. Customer is authorized to use as many copies of the Software as are licensed. Customer's use of Software will also be governed by any additional conditions which SSP may provide on or prior to SSP providing the Software.
- 7.2 Customer may use the Software for the purpose of developing and running other software programs for its internal use only. Customer shall not market or sublicense the Software, or any software program developed with the Software. Customer may combine Software with other programs or materials to form an updated work provided that upon discontinuance or termination of the license, the Software will be removed from the updated work and returned to SSP. Customer shall not use the Software in service bureau mode or to provide consulting services.
- 7.3 Customer will not decompile, disassemble, reverse engineer or modify any Software provided under the Agreement. Customer will make and maintain no more than one archival copy (for backup purposes) of the Software which will contain all legends and notices and will be subject to the same conditions and restrictions as the original.
- 7.4 This Agreement does not transfer to Customer title to any intellectual property contained in any Software, Documentation or Proprietary Information.
- 7.5 Customer shall not be entitled to use any Software unless Customer has a valid written license to use the Software and all applicable charges for the use of the Software have been paid.

8. Support and Professional Services

- 8.1 During the initial term of the Support Agreement, and each renewal term for which Customer pays the applicable renewal fee, SSP shall provide Support Services to Customer as set forth in the Support Agreement.
- 8.2 SSP, in its sole discretion, may provide Professional Services ordered by the Customer at SSP's Then-Current Charges. SSP will endeavor to provide such Professional Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the services to be provided. SSP may assign, reassign and substitute personnel at any time, and may provide the same or similar services to other customers.

9. Warranties and Disclaimers

- 9.1 SSP warrants that the Software in unaltered form will perform in substantial conformance with the Documentation for a period of twelve (12) months from the date that SSP provides the original version of the Software. In the event the Software fails to perform as warranted, as Customer's sole and exclusive remedy, SSP, at its option, will either (a) make reasonable efforts to correct such errors reflecting significant deviations from the Documentation as are reported to SSP by Customer during the warranty period, or (b) terminate this Agreement and refund the license fees paid.
- 9.2 This warranty is void if failure of the Software has resulted from accident, alteration, misuse or misapplication. SSP does not warrant that (a) the functions contained in the Software will meet Customer's requirements, (b) the Software will operate in combinations selected for use by Customer, or (c) the Software will operate uninterrupted or error free. Customer is solely responsible for verifying the correctness and accuracy of all data and calculations.
- 9.3 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. SSP DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO ALL SSP SOFTWARE. SSP WARRANTIES EXTEND SOLELY TO CUSTOMER.**

10. Limitation of Liability

- 10.1 Unless further limited elsewhere in this Agreement, the entire liability of SSP and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, will not exceed the charges paid by Customer to SSP for the Software which is the subject matter of or directly related to the causes of action asserted.
- 10.2 In no event will SSP be liable for (a) any incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings, even if SSP knew or should have known of the possibility of such damages, (b) claims, demands or actions against Customer by any person, except as provided in Section 11, or (c) loss or damage to Customer's data from any cause.
- 10.3 SSP shall not be liable for any damages arising out of the use of software products developed by Customer utilizing the Software.
- 10.4 SSP may direct Customer to third parties having products which may be of interest to Customer for use in conjunction with the Software. Notwithstanding any SSP recommendation, referral or introduction, Customer will independently investigate and test third party products and services and will have sole responsibility for determining suitability for use of third party products and services. SSP has no liability with respect to claims relating to or arising from use of third party products and services.

11. Patent, Copyright and Trade Secret Indemnification

- 11.1 SSP, at its own expense, will defend and indemnify Customer against claims the Software infringes a United States patent or copyright or misappropriate trade secrets protected under United States law, provided Customer (a) gives SSP prompt written notice of such claims, (b) permits SSP to defend or settle the claims, and (c) provides all reasonable assistance to SSP in defending or settling the claims.
- 11.2 In addition to the rights and duties under Section 11.1, as to any Software which is subject to a claim of infringement or misappropriation, SSP may elect to (a) obtain the right of continued use of such Software for Customer, (b) replace or modify the Software to avoid such claim, or (c) if neither alternative is available on commercially reasonable terms, terminate this license and refund a prorata share of the license fee paid by Customer based upon the number of days that Customer licensed the Software and a total Software life of five years. For example, if SSP terminates the license after 548 days (18 months), SSP shall refund 70 percent of the license fee (Refund Percentage = 1 - 548/(365x5)).
- 11.3 SSP will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by a parent, subsidiary or affiliate of Customer, (b) results from Customer's alteration or modification of the Software, (c) results from use of the Software in combination with non-SSP software, or (d) results for the use of an earlier version of the Software when the claim could have been avoided by Customer's installing an Update or a New Release.
- 11.4 This Section 11 states the entire liability of SSP and Customer's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

12. Termination and Cancellation

- 12.1 Without prejudice to other remedies, SSP may cancel this Agreement or any order placed under it for default and repossess the Software if, upon written notice, Customer fails to (i) make any payment identified as delinquent within ten (10) days or (ii) cure any default relating to Sections 6 or 7 within thirty (30) days.
- 12.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to Proprietary Information.

13. Other Provisions

- 13.1 All risk of loss or damage to Software passes to Customer upon receipt.
- 13.2 Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- 13.3 Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- 13.4 With respect to the Software and other materials provided hereunder, including Documentation and Proprietary Information, Customer acknowledges that it is familiar with and agrees to comply with the export laws and regulations of the United States of America and any other country in which it operates.
- 13.5 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF CALIFORNIA.
- 13.6 This Agreement and the Support Agreement constitutes the entire agreement between the parties with respect to the Software provided hereunder and supersedes all prior proposals and agreements, both oral and written, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, including any preprinted terms on any Customer purchase orders.
- 13.7 SSP may assign this Agreement without Customer's consent. Any such assignment, however, will not change the obligations of SSP to Customer. Customer will not assign or transfer its rights or obligations under this Agreement without prior written consent of SSP. Any assignment or transfer prohibited by this provision will be void.
- 13.8 This Agreement can be modified only by a writing signed by a duly authorized representative of SSP.
- 13.9 No legal action or proceeding, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action first occurred.
- 13.10 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions will remain in full force and effect.

Customer acknowledges it has read and understands this Agreement (including all attached schedules, addenda, and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted:

SSP
SARS Software Products, Inc.

Joanne Fields Doty
(Signature)

Joanne Fields Doty
(Printed/Typed Name)

Vice President
(Title)

November 23, 2010
(Date)

Agreed and Accepted:

Customer
Solano Community College

(Signature)

(Printed/Typed Name)

(Title)

(Date)

Support Agreement

Order No. 10228

Customer Name and Mailing Address:

Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534-3197

Software Terms and Conditions

SARS Software Products, Inc. (SSP) will provide Support Services to Customer for the Software identified on the License Order-Schedule of the Software License Agreement subject to the terms and conditions set forth below:

1. Definitions

- 1.1 **Customer** means the entity named on the individual License-Order Schedule(s).
- 1.2 **Documentation** means the on-line help file and printed materials supplied by SSP with the Software.
- 1.3 **License Agreement** means the License Agreement between the parties.
- 1.4 **New Release** means a new version of the Software. A New Release, as opposed to an Update, is a major change to the Software, involving major changes to the system, added features, and database structural changes, as well as any on-screen help Documentation changes, and improvements to correct errors and defects.
- 1.5 **Off-Hours** means all hours other than the PPM.
- 1.6 **Other Software** means any software other than the most current version of the Software.
- 1.7 **Principal Period of Maintenance ("PPM")** means 8:30 am to 5:00 p.m. PST/PDT, Monday through Friday, excluding SSP designated holidays.
- 1.8 **Software** means the object code version of computer programs, including the on-line help file, and any related Documentation for the Software identified in the License Order -Schedule(s). Unless otherwise indicated, Software includes Updates and New Releases.
- 1.9 **Support Maintenance Fee** means the annual fee that the Customer pays to SSP for the services described in Section 4.
- 1.10 **Support Services** means the software Support Services described in Section 4.
- 1.11 **Then-Current Charges** means SSP then-current hourly rate for services, including any travel time to and from Customer site, plus out-of-pocket expenses incurred, including but not limited to travel, meals, lodging, and miscellaneous necessary supplies.
- 1.12 **Update** means a minor change to the current release of the Software. An Update is issued to maintain the operational quality of the Software and may contain patches, modules, corrections or new features that are small.

2. Term

- 2.1 Unless otherwise specified on the License Order-Schedule, the initial term for Support Services will be twelve months and will commence on the date SSP provides the Software. Following the initial term, support will continue on an annual renewal basis unless terminated or canceled by either party with 60 days written notice prior to the expiration of the current term.

3. Support Maintenance Fee

- 3.1 Customer shall pay SSP an annual Support Maintenance Fee for the services described in Section 4. For the initial term of this Agreement, the annual Support Maintenance Fee is included as part of the license fee paid pursuant to the License Agreement between the parties. For any renewal term of this Agreement, the annual Support Maintenance Fee shall be the annual fee that SSP charges to customers for the services described in Section 4.

4. Software Support Description

The specific Support Services are described below:

- 4.1 **Telephone or Electronic-Mail Services.** SSP personnel will provide assistance by voice or electronic communication during the PPM by answering questions regarding the use of the Software and helping Customer identify, verify, and resolve problems with the Software.
- 4.2 **Software Error Resolution Services.** SSP will make reasonable efforts to correct any material errors in the Software which are reported in writing to SSP by Customer and which can be reproduced and adequately documented. Customer will install all error corrections.
- 4.3 **Software Updates.** SSP may periodically update current releases of Software. SSP will notify Customer of the Update which will be made available via the Internet. Customer will install all Updates.

- 4.4 **Software New Releases.** SSP will provide Customer with any standard New Releases of the Software which are released by SSP on a general basis. Customer will install all New Releases. Any custom modifications to such New Releases which are required to meet Customer's specific requirements or to incorporate prior modifications made for Customer shall be subject to SSP Then-Current Charges and conditions.
 - 4.5 **Software On-Site Support.** SSP will provide on-site service if a Software problem remains unresolved only after Customer has utilized telephone or electronic mail Services as prescribed in Section 4.1.
 - 4.6 **Additional Support.** SSP will provide additional telephone and e-mail support, provided the frequency and length of calls is reasonable, as determined by SSP in its sole discretion.
- 5. Support Limitations and Exclusions**
- 5.1 Support Services will be provided for SSP's most current release of Software only. SSP will make reasonable efforts to fix errors reflecting material deviations from the Documentation as are reported to SSP by Customer, unless such failure has resulted from accident, misuse, alteration, or misapplication of the Software.
 - 5.2 Commencing 60 days after a New Release, SSP shall have no obligation to provide Support Services for any version of the Software other than that New Release.
 - 5.3 SSP shall have no obligation to provide any Support Services on Customer's site, except in cases where SSP is unable to provide the Support Services from its own service center. If SSP provides Support Services on Customer's site and determines that any apparent problem with the Software which is reported to SSP by Customer is due to (a) hardware problems, (b) Other Software problems, (c) improper treatment or use or operation of the Software, (d) failure to perform any tests or procedures recommended by SSP for the purpose of identifying and/or resolving any problems, (e) use by unqualified personnel, (f) alterations of the Software by Customer or any third party without SSP's prior written approval or any damage caused thereby, (g) use of any version of the Software other than the most recent New Release, or (h) failure to comply with the terms and conditions of this Agreement or any other agreement with SSP, such support effort shall be billed by SSP at the Then-Current Charges, and paid by Customer.
 - 5.4 Support Services provided by SSP at Customer request during Off-Hours may be subject to SSP Then-Current Charges.
 - 5.5 SSP shall have no obligation to provide installation, support, maintenance, diagnostics, or repair for any hardware or associated operating system. Hardware maintenance is the sole responsibility of Customer.
 - 5.6 SSP shall have no obligation to provide, install, or support any network component or wiring. Network maintenance is the sole responsibility of the Customer.
 - 5.7 PPM hours of service are subject to change at any time with no less than three (3) days notice by SSP.
 - 5.8 SSP shall have no obligation to provide (a) specification changes requested by Customer, customization of the Software, or development of data input, or (b) support for Customer-written applications. Any such services are not covered by this Agreement.
- 6. Customer Responsibilities**
- 6.1 During Support Service, Customer must provide any and all passwords for the network client workstations, file server, or any other server or client workstation. It is the responsibility of the Customer to then change all passwords after support has been provided.
 - 6.2 Backup of Software data files on a regular basis is the sole responsibility of Customer. In the event of system failure, and without required backup, SSP will make a "best effort" attempt at recovery of said binary information at SSP Then-Current Charges.
 - 6.3 Customer will designate one contact to serve as liaison with SSP for support requests. SSP may impose an additional fee if Customer elects to designate additional contacts. Customer may change its contact personnel by written notice to SSP.
- 7. Taxes**
- 7.1 Customer will pay any tax SSP becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of SSP.
- 8. Limitation of Liability**
- 8.1 Unless further limited elsewhere in this Agreement, the entire liability of SSP and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, will not exceed the charges paid by Customer to SSP for the Software which is the subject matter of or directly related to the causes of action asserted.
 - 8.2 In no event will SSP be liable for (a) any incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings, even if SSP knew or should have known of the possibility of such damages, (b) claims, demands or actions against Customer by any person, or (c) loss or damage to Customer's data from any cause.
- 9. Termination and Cancellation**
- 9.1 This Agreement shall terminate upon termination of the License Agreement.
- 10. Other Provisions**
- 10.1 Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
 - 10.2 Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
 - 10.3 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF CALIFORNIA.
 - 10.4 This Agreement and the License Agreement constitutes the entire agreement between the parties with respect to the Support Services provided hereunder and supersedes all prior proposals and agreements, both oral and written, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, including any preprinted terms on any Customer purchase orders.
 - 10.5 SSP may assign this Agreement without Customer's consent. Any such assignment, however, will not change the obligations of SSP to Customer. Customer will not assign or transfer its rights or obligations under this Agreement without prior written consent of SSP. Any assignment or transfer prohibited by this provision will be void.

- 10.6 This Agreement can be modified only by a writing signed by a duly authorized representative of SSP.
- 10.7 No legal action or proceeding, regardless of its form, related to or existing out of this Agreement, may be brought by either party more than two (2) years after the cause of action first occurred.
- 10.8 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions will remain in full force and effect.

Customer acknowledges it has read and understands this Agreement (including all attached schedules, addenda, and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted:
SSP
SARS Software Products, Inc.

Joanne Fields Doty
 (Signature)

Joanne Fields Doty
 (Printed/Typed Name)

Vice President
 (Title)

November 23, 2010
 (Date)

Agreed and Accepted:
Customer
Solano Community College

 (Signature)

 (Printed/Typed Name)

 (Title)

 (Date)

License Order - Schedule
Order No. 10228

This is not an Invoice

Software Licenses and Support Services Charges

List Products Applicable to This Agreement

Item Number	Description	Quantity	Software Licenses Charge	Support Services Charge	Training and Other Charges
1	SARS-CONNECT (Fee for assistance with installation and configuration)	1			1,000.00
2	SARS-CONNECT (Annual Service Fee)	1		1,000.00	
3	Sales Tax	0	N/A	N/A	N/A

Total \$2,000.00

Special Terms and Conditions:

Agreed and Accepted:
SSP
SARS Software Products, Inc.

Agreed and Accepted:
Customer
Solano Community College

Joanne Fields Doty
 (Signature)

 (Signature)

Joanne Fields Doty
 (Printed/Typed Name)

 (Printed/Typed Name)

Vice President
 (Title)

 (Title)

November 23, 2010
 (Date)

 (Date)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: REVISED CSEA, CHAPTER #211 CLASSIFIED JOB DESCRIPTION – CHILDREN’S PROGRAMS SPECIALIST

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Attached is the revised job description for the Children’s Programs Specialist position. The position is being revised to update the responsibilities of the position. The District and CSEA have discussed the revisions and have agreed to the changes.

Government Code: *Board Policy:* 4002 *Estimated Fiscal Impact:* None

SUPERINTENDENT’S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Karen H. Ulrich
Director of Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

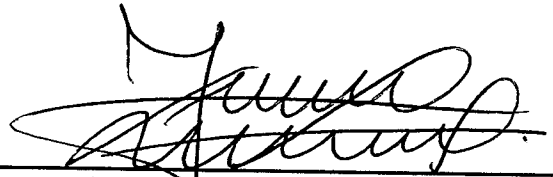
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

January 7, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

January 7, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS**

CLASS TITLE: Children's Program Specialist

BASIC FUNCTION: Under the supervision of the Division Dean and of the Children's Programs Director, plan, organize and implement instructional, social and physical activities for children in accordance with Title 5 and Title 22 regulations. Develop and implement lesson plans consistent with children's interests, cognitive abilities and development. Provide mentoring and supervision to practicum students in partnership with the ECE faculty.

DISTINGUISHING CHARACTERISTICS: Children's Program Specialist is the advanced level in the classification series. Incumbents may be assigned site supervision and are assigned leadership responsibilities in the planning, organization and implementation of programs for children. Provides leadership in developing systems and strategies to support early childhood educators to their increased understanding of development in all domains, and the role of early education settings in supporting child development and learning. Understands the quality of the caregiving impacts child outcomes and implements practices designed to support the development of relationships between children and their teachers/caregivers.

REPRESENTATIVE DUTIES:

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

Oversee and provide training and work direction and guidance to student workers, volunteers and practicum students.

Design the classroom environment to support children's participation during child choice time, including providing developmentally appropriate, open-ended materials that invite active engagement based on observations of children's development.

Develop the daily schedule to include ample time for child-centered play. Plans opportunities for families to observe and engage with their children in play and initiates discussions with staff and families about the importance of play for child development and learning.

Plan and provide creative, cognitively stimulating and developmentally appropriate activities for children. Analyze child observation data, environmental rating scale (ITERS/ECERS) and parent survey results to inform the planning process.

Plan, prepare and maintain lesson plans, monthly breakfast and snack menus, parent newsletters and other program materials.

Evaluate student worker job performance according to the evaluation timeline and write performance improvement plans as necessary. Provide on-going monitoring and feedback to support their professional growth.

Assure maintenance of a clean and orderly environment conducive to optimal growth and

development of children.

Follow food safety guidelines for handling and storage.

Oversee the activities of a group of children engaged in daily activities; notate anecdotal notes and maintain work samples and other observations in children's files as required to support the authentic assessment process (DRDP).

Develop and promote developmentally, culturally, and linguistically appropriate strategies for addressing learning style differences.

Interact with children individually to encourage self-expression and language development.

Set up the environment as a welcoming place for families; be available to all families to engage conversations and respond to questions or concerns.

Model the implementation of practices to engage and intervene in anti-bias communication with the children and their families.

Maintain records and prepare reports related to attendance, lesson plans, parent conferences, meal counts, menus, injuries, program evaluation and action plans, and other required data.

Conduct intake interviews with new families and regularly scheduled developmental conferences to promote each child's development in partnership with their parents/guardians. Conduct daily health checks for each child in the program. Recognize and appropriately respond to signs of illness or injury in children. Protect the confidentiality of children and families with regard to daily health checks.

Model safe behavior; support children's learning about safety in indoor and outdoor environments, as developmentally appropriate.

Utilizes current research and developmental theory to inform decisions, and provide professional development opportunities on pertinent information for members of the classroom team on a regular basis.

Facilitate weekly classroom staff meetings, attend program staff meetings, workshops, conferences and other educational meetings and professional growth opportunities as requested.

Secondary Functions:

Perform job-related duties as assigned.

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

EDUCATION AND EXPERIENCE: Possess or be eligible for a Site Supervisor Child Development Permit.

LANGUAGE SKILLS:

Ability to read and interpret documents such as Title 5 and Title 22 regulations, safety rules, operating and maintenance instructions, and program procedures.

Ability to write routine reports and correspondence.

Ability to speak effectively before groups of students, the public or employees of the district.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

Ability to deal with problems involving variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATION:

Site Supervisor Child Development Permit

Certification in infant/child CPR and pediatric first aid

Submission of proof of a satisfactory medical examination and TB test (State requirement) prior to employment.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of child development theory and practical applications, interactions with children, developmentally appropriate practices in early childhood education, State legal requirements for licensed children's programs, children's nutritional needs, State-required annual evaluation processes, positive guidance methods, early childhood education, health and safety regulations.

Train and provide work direction to assigned personnel.

Develop and provide a language-rich and cognitively stimulating environment for children.

Relate warmly and supportively with children.

Plan, implement and provide positive learning, social and physical activities for children.

Observe and analyze the behavior and interactions of children.

Communicate with parents regarding the progress, problems and special needs of their children.

Work cooperatively with other staff members in providing quality programs for children.

Assure compliance with program policies, rules and regulations.

Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.

Give clear written and oral directions.

Understands mandated reporter responsibilities.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are frequently required to stand for long periods of time, move quickly to assist children; use hands to finger, handle, or feel objects, a keyboard or other office machines, tools or controls, reach with hands and arms, stoop, kneel, crouch, speak clearly and distinctly to provide information, and hear and understand voices over telephone and in person.

Employees assigned to this classification must regularly lift and carry children weighing up to 50 pounds.

Specific vision abilities required for positions in this classification include close vision (clear vision at 20 inches or less); distance vision (clear vision at 20 feet or more), color vision (ability to identify and distinguish colors); peripheral vision (ability to observe an area that can be seen up and down or to the left and right while eyes are fixed on a given point); and the ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The work assigned to this classification is performed in a children's preschool environment. While performing the duties of this classification, the employee is occasionally exposed to the risks of exposure to childhood illnesses. The work environment is moderately noisy.

Marlys Grodt & Associates - 1993

KU/zg:11-29-10

Board approved: 6/19/96
Revised: 5/21/98
Revised: 12/15/10

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

REQUESTED ACTION: INFORMATION

SUMMARY:

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

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

Government Code: *Board Policy: N/A* *Estimated Fiscal Impact: N/A*
Recommendation 8: ACCJC Standard IV.A.1,3; IV.B.1,j;IV.B.2a

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

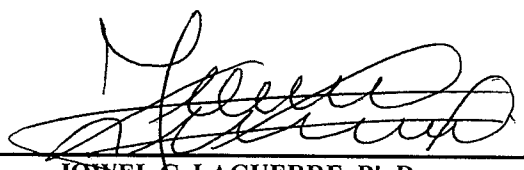
TELEPHONE NUMBER

Administration

ORGANIZATION

January 7, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

January 7, 2011
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

Name (Optional) SEVEN ELECTED PARTICIPANTS

Date January 19, 2011

Please check the applicable boxes in Sections A and B.

Section A: Rated by: Trustee CEO

Section B: Quarter/Date Rated

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

INSTRUCTIONS:

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

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

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

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

Section D: Please compute your score below.

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

TOTAL SCORE _____

7 = **Effective:** 90 or above

B. Summary

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

One Participant Commented: Areas 9 and 17

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

One Participant Commented: Areas 7 and 31

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

- | | | | |
|----------------------------|-------------------------------|--------------------------|--------------------------------|
| <input type="checkbox"/> 7 | Effective: 90 or above | <input type="checkbox"/> | Good: 78 – 87 |
| <input type="checkbox"/> | Average: 66 – 75 | <input type="checkbox"/> | Below Average: Under 66 |

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

Seven Participants Commented: Yes