

**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**

**Honors Program**

<u>Name</u>	<u>Division</u>	<u>Semester</u>	<u>Amount</u>
Thomas Bundenthal	Humanities	Spring 2011	\$ 200.00

**EMPLOYMENT 2011-2012**

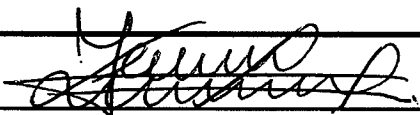
**Regular Assignment**

<u>Name</u>	<u>Position</u>	<u>Effective</u>
To be announced	Director of Financial Aid, ALG, Range 46	To be determined
To be announced	Human Resources Manager ALG, Range 42	To be determined
Christine Kucala	Science Lab Technician (Vallejo) Local 39	7/25/11

**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Dana Alsip	Cook, Children's Programs	7/1/11 – 6/30/12	\$ 17.34 hour
Jeffrey Bristow	Production Assistant, Theater	7/21/11 – 6/30/12	\$ 9.60 hour

**Sandra Dillon**  
 Interim, Director of Human Resources

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

**July 8, 2011**  
 Date Submitted

**July 8, 2011**  
 Date Approved

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**July 20, 2011**

**Page 2**

**Short-term/Temporary/Substitute** (Continued)

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dale DeFreece	Substitute Custodian, as needed	7/21/11 – 6/30/12	\$ 13.26 hour
Corrine Kirkbride	Instructor, Basic Skills Initiative	7/12/11 – 8/4/11	\$ 61.41 hour
Veerapong Komchai	Substitute Custodian, as needed	7/21/11 – 6/30/12	\$ 13.26 hour
Zachary Robinson	Substitute as needed:		
	Custodian	7/21/11 – 6/30/12	\$ 12.20 hour
	Mail Courier	7/21/11 – 6/30/12	\$ 12.68 hour
	Warehouse Operator	7/21/11 – 6/30/12	\$ 15.09 hour
Kaitlyn VanDerWende	Office Assistant, Bookstore	8/1/11 – 6/30/11	\$ 9.60 hour

**Change in Assignment**

Based upon the implementation of the Academic Affairs reorganization that took place on July 1, 2011, and after consultation with representatives from all constituencies involved recognizing the needs of the different schools, how to best serve students, faculty, staff and educational administrators at the College, the following six change in assignments are proposed for the four school structure.

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective</u></b>
Ralphine Andrus	Executive Assistant From Academic Success & Learning Resources (full-time) To School of Human Performance and Development (half-time) and To School of Liberal Arts (half-time)	7/1/11
Jill Crompton	Administrative Assistant (full-time) From Mathematics & Science To School of Sciences	7/1/11
Debbie Luttrell-Williams	Administrative Assistant III (full-time) From Health Occupations, Public Safety & Child & Family Studies To School of Career Technical Education & Business	7/1/11
Donna Meyer	Administrative Assistant III (full-time) From Fine & Applied Arts/Behavioral Sciences To School of Liberal Arts	7/1/11

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**July 20, 2011**

**Page 3**

**Change in Assignment** (Continued)

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Effective</u></b>
Roxie Morgan	Administrative Assistant III (full-time) From PE, Wellness & Athletics To School of Human Performance and Development	7/1/11
Sheryl Scott	Administrative Assistant III From Business & Career Technical Education (full-time) To School of Career Technical Education & Business (half-time) and To School of Sciences (half-time)	7/1/11
Michelle Ramos	From Science Lab Technician (Vallejo Center) 12 months/8 hours day To Science Lab Technician (Vacaville Center) 12 months/4 hours day Operating Engineers/Stationary Engineers/Local 39	8/17/11

**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Netirza Levine	ASL Interpreter	7/11/11 – 6/30/12	\$ 30.00 hour

**GRATUITOUS SERVICE**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Department/Division</u></b>
Matthew Chambers	Assisting in lab	Math/Science
Anamaria Eljach	Tutoring; assisting in office	Student Development
Joseph Keller	Assistant Coach, Women's Soccer	PE, Athletics & Wellness

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

It is recommended that the following warrants be approved:

06/06/11	Vendor Payment	11031537-11031639	\$ 277,471.33
06/06/11	Vendor Payment	11031640-11031646	42,085.11
06/08/11	Vendor Payment	11031647-11031703	433,513.54
06/13/11	Vendor Payment	11031704	291.50
06/16/11	Vendor Payment	11031705-11031893	280,114.28
06/16/11	Vendor Payment	11031894-11031907	135,542.64
06/16/11	Vendor Payment	11031908	1,983.86
06/24/11	Vendor Payment	11031909-11032039	504,141.10
07/01/11	Vendor Payment	11032040-11032152	1,430,380.74
07/07/11	Vendor Payment	11032153-11032172	106,081.38
07/07/11	Vendor Payment	11032173-11032182	30,604.25
07/07/11	Vendor Payment	11032183-11032184	<u>13,099.65</u>
			<b>\$3,255,309.38</b>

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: \$3,255,309.38*

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

Yulian I. Ligioso, Vice President  
 Finance & Administration  


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**PRESENTER'S NAME**  


---

 4000 Suisun Valley Road  
 Fairfield, CA 94534  


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**ADDRESS**  


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 707-864-7209  


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**TELEPHONE NUMBER**  


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 Finance & Administration  


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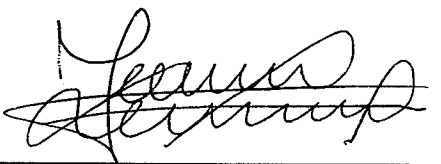
**ORGANIZATION**  


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 July 8, 2011  


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**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**


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

July 8, 2011  


---

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

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

**TO:** Members of the Governing Board

**SUBJECT:** EXTENDED AGREEMENT WITH ROY V. STUTZMAN CONSULTING

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to extend the District's agreement with R.V. Stutzman Consulting for specialized services in determining the feasibility of placing a general obligation bond measure on a future general election ballot. The Board approved the original agreement for \$15,000 at the May 4 meeting, which expired on June 30; however, only a portion of the scope of services was able to be completed. It is anticipated all services will be provided and completed by December 31, 2011.

Scope of work includes preparing, coordinating and engaging services of a polling firm; political strategists, and underwriting firms to research and analyze the District's property tax base and bond financing options; providing direction and assistance with updating the District's Facilities Master Plan; and lending guidance to the Superintendent-President and key District staff on various activities relative to facilities and campaign planning. Mr. Stutzman is currently working on the Requests for Proposals for an Investment Banker/Underwriter and Public Opinion Polling Firm.

Attached is a copy of the extended agreement with a remaining balance of \$10,247.50.

<i>Government Code: N/A</i>	<i>Board Policy: 3225</i>	<i>Estimated Fiscal Impact: \$10,247.50</i>
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APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

**SUPERINTENDENT'S RECOMMENDATION:**

Yulian I. Ligioso, Vice President  
 Finance & Administration

**PRESENTER'S NAME**

4000 Suisun Valley Road  
 Fairfield, CA 94534

**ADDRESS**

707-864-7209

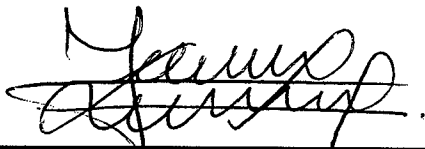
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY SUPERINTENDENT-PRESIDENT**

**CONSULTING AGREEMENT**  
Between  
R.V. Stutzman Consulting  
and  
**Solano Community College District**

1. **AGREEMENT:** This Agreement is made and entered into as of July 20, 2011 by and between R.V. Stutzman Consulting (hereinafter "Consultant") and the Solano Community College District (hereinafter "District") to utilize the professional and technical expertise and services of Roy V. Stutzman to perform certain professional tasks and responsibilities for the Solano Community College District at the request of District subject to the limitations stated herein.
2. **QUALIFICATIONS:** The Consultant is specially qualified for and shall render services to the District to include but not be limited to providing assistance, direction and expertise and advice in the area of Facilities Planning and long-term funding for facilities development and modernization.
3. **CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT:** It is understood that the Consultant is an independent contractor and not an employee of the District.
4. **PAYMENT:** In consideration of this Agreement, District shall pay Consultant for services rendered at the following hourly rates:

Consultant	\$125
Associate	\$ 55

- District shall not pay Consultant more than \$10,247.50 without further written authorization. District shall reimburse consultant for mileage for District-directed travel at the rate established by the District. When District requests in writing that the Consultant attend an educational/professional conference, District shall reimburse the Consultant for necessary transportation, meals, lodging, and registration fees for such conference in accordance with District Policy and Regulation. Consultant shall invoice District monthly and such invoice shall itemize the consulting fee and such travel as may be applicable. District will reimburse Consultant for services provided within thirty (30) days of receipt of Consultant's invoice.
5. **TERM OF AGREEMENT:** The term of this Agreement shall be July 20, 2011 to December 31, 2011. The parties may agree in writing to extend the period beyond the aforementioned termination date and this Agreement may be terminated sooner by written notice given by either party to the other (10) working days in advance of termination. In the event of early termination, Consultant shall be paid for the actual services performed as of the date of termination.
  6. **DESCRIPTION OF SERVICES:** Consultant shall advise the Superintendent-President, Vice President of Finance and Administration, other District/college management, faculty, and staff in matters relating to professional administration, operation, and functioning of District/college in the areas of facilities planning and long-term funding for facilities development and modernization. Professional services to be performed are more specifically outlined in Exhibit "A" attached hereto.

7. **LIMITATION OF CONSULTANTS POWERS:** Consultant shall perform such services consistent with those defined in accordance with the limitations herein. Consultant may discharge such duties associated with the responsibilities vested in Consultant by District only which are consistent with Consultant's status of an Independent Contractor. Any and all duties and responsibilities delegated to Consultant shall be consistent with, and conform to the requirements of law. The Superintendent-President or designee, will discharge those duties and exercise powers of District, and in that capacity the Superintendent-President or designee, shall coordinate efforts to ensure the orderly and consistent administration/performance of the areas of responsibility. District assumes the responsibility to ensure that a lawful independent contractor relationship is maintained.
8. **RESTRICTIONS:** The services of Consultant do not include evaluation, hiring, dismissal, or supervision of District personnel. Consultant shall not be involved in any employee grievance processes, shall not sign any District documents.
9. **INDEMNIFICATION:** Consultant agrees to defend, indemnify and hold harmless District and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of, or resulting from, the negligence or willful misconduct of Consultant. District agrees to defend, indemnify and hold harmless the Consultant from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of, or resulting from, negligence or willful misconduct of District.
10. **CLAIMS:** If a dispute arises out of or relates to this Agreement or the breach hereof and if the dispute cannot be settled by negotiations, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties will split the costs of mediation equally. If either party determines that mediation has been unsuccessful, the dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on the award rendered by the arbitrator may be interred in any courts having jurisdiction thereof. The arbitration shall be held in Solano County, California, unless the parties mutually agree in writing to a different location. The case shall be heard and decided by a single arbitrator, who shall render a reasoned award setting forth the legal, contractual and technical basis thereof.
11. **NOTICES:** Any notices required by this Agreement or arising hereunder shall be in writing and shall be served personally on Consultant or on an officer or managing employee of District, or sent by certified mail, return receipt request, to the following addresses, or such other addresses as the respective parties may hereafter designate in writing:

To Consultant:

Roy V. Stutzman  
836B-Southampton Rd. #163  
Benicia, CA 94510

To District:

Yulian I. Ligioso  
Vice President, Finance and Administration  
Solano Community College District  
4000 Suisun Valley Road  
Fairfield, CA 94534

Notices sent by certified mail shall be considered served three days after they are postmarked.

WARRANTY OF AUTHORITY: Each party to this Agreement warrants that person signing this Agreement on its behalf is fully authorized to do so and to bind the party thereby.

R.V. Stutzman Consulting

By: \_\_\_\_\_  
Date: \_\_\_\_\_

Roy V. Stutzman  
836 B-Southampton Rd. #163  
Benicia, CA 94510  
Phone (707) 529-0440  
Fax (707) 747-5087  
e-mail: [roystutzman@aol.com](mailto:roystutzman@aol.com)

Solano Community College District

By: \_\_\_\_\_  
Yulian I. Ligioso  
Title: Vice President, Finance &  
Administration

Date: \_\_\_\_\_



EXHIBIT A  
Solano Community College District  
SCOPE OF WORK

Consultant's Scope of Work includes the following tasks as needed:

Background Information

In order to meet the continuing need for facilities development and modernization, the District wishes to investigate the feasibility of a future General Obligation Bond ballot measure. The District is currently engaged in updating the 2007 Educational Master Plan prior to a full review and update of the Facilities Master Plan last completed and adopted by the Board of Trustees in March, 2002.

1. Prepare qualifications and coordinate the selection process to facilitate District's engaging the services of a professional public opinion polling organization to do a bond feasibility survey designed to explore the feasibility of asking voters to approve a General Obligation Bond.
2. Prepare qualifications and coordinate the selection process to facilitate the engagement of an independent financial consultant who will provide research and analysis of District's property tax base, determine bond financial plan options based on facilities funding needs, tax base and legal restraints and will provide objective advice and communication regarding bond financial plan options and other aspects of the bond measure process including participation in the development of public opinion survey.
3. Prepare qualifications and coordinate selection by District of other bond support team members:
  - Bond Counsel
  - Campaign Strategist (Information and Advocacy)
  - Bond Underwriter (s)
4. Upon District direction, prepare qualifications and coordinate the selection process for the District to engage the services of a qualified firm to update the Facilities Master Plan.
5. Serve as ex-officio member of the Educational Master Planning Steering group to assure coordination and appropriate relationship of Educational Master Plan and Facilities Master Plan.
6. Working with the Superintendent-President and other key District staff, coordinate the activities of the facilities planning, campaign and finance team as regards pre-election activities.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board

**SUBJECT:** RENEWAL AGREEMENT WITH DANNIS WOLIVER KELLY FOR MEASURE G BOND PROJECTS FOR CONSTRUCTION, CONTRACTING, AND CLOSEOUT ISSUES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested to renew the District's professional services agreement with Dannis Woliver Kelley, a legal firm advising the District on Measure G Bond construction, contracting, and closeout issues. The Board approved the original agreement at the May 19, 2010, meeting.

Attached is a copy of the renewal agreement.

*Government Code: Board Policy: 3225 Estimated Fiscal Impact: Measure G Bond Funds*

**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**

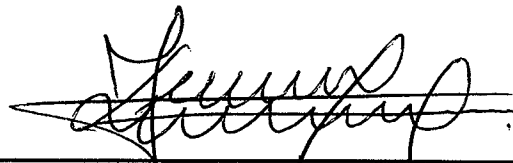
707-864-7209

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this 21st day of July, 2011, by and between the Solano Community College District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

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

District appoints Attorney to represent, advise, and counsel it from July 21, 2011, through and including June 30, 2012, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

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

Except as hereinafter provided, District agrees to pay Attorney two hundred ten dollars (\$210) to two hundred sixty-five dollars (\$265) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred fifteen dollars (\$215) per hour for associates; and one hundred ten dollars (\$110) to one hundred twenty-five dollars (\$125) per hour for paralegals and law clerks. The hourly rate for Mark Kelley shall be two hundred seventy-five dollars (\$275) per hour. Rates for individual attorneys may vary within the above ranges depending on the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.3) of an hour. In addition, reasonable travel time will be charged at the regular hourly rate. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit.

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

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

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

Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon

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

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

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

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

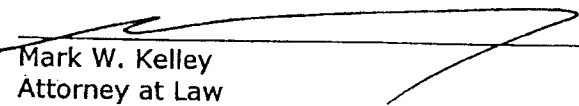
IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

SOLANO COMMUNITY COLLEGE DISTRICT

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

\_\_\_\_\_  
Date

DANNIS WOLIVER KELLEY

  
\_\_\_\_\_  
Mark W. Kelley  
Attorney at Law

5/12/2011  
\_\_\_\_\_  
Date

At its public meeting of \_\_\_\_\_, 2011, the Board approved this Agreement and authorized the Board president, Superintendent or Designee to execute this Agreement.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION AUTHORIZING YEAR-END TRANSFERS,  
RESOLUTION NO. 11/12-01

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 11/12-01, Authorizing Year-End Transfers. The County Superintendent of Schools requests this annual procedure in order to authorize year-end budget transfers between major object codes to facilitate the closing of all fiscal records for the year.

*Government Code: N/A      Board Policy: 3220      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

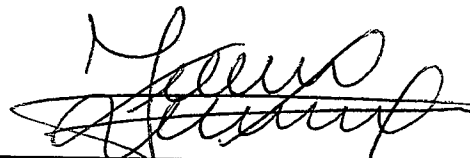
\_\_\_\_\_  
TELEPHONE NUMBER

Administration

\_\_\_\_\_  
ORGANIZATION

July 8, 2011

\_\_\_\_\_  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 8, 2011

\_\_\_\_\_  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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**SOLANO COMMUNITY COLLEGE DISTRICT**  
**GOVERNING BOARD**  
**RESOLUTION AUTHORIZING YEAR-END TRANSFERS**

**RESOLUTION NO. 11/12-01**

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

**RESOLVED**, That the Solano Community College District Governing Board authorizes the Superintendent-President to make such transfers as stated above for the 2010-11 fiscal year.

**PASSED AND ADOPTED** This 20<sup>th</sup> day of July 2011, by the Governing Board of the Solano Community College District.

\_\_\_\_\_  
DENIS HONEYCHURCH, J.D.  
BOARD PRESIDENT

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D.  
SECRETARY

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

**TO: Members of the Governing Board**

**SUBJECT: RENEWAL AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN BAY AREA CLEAN WATER AGENCIES (BACWA) AND SOLANO COMMUNITY COLLEGE DISTRICT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

A renewal agreement between Solano Community College District and BACWA for special educational services is being presented to the Governing Board for approval.

SCCD Contract Education will provide credit classes, WATER 100, WATER 101, WATER 105, WATER 106, WATER 108, WATER 120, and WATER 121, for up to 30 students per class, for BACWA member organizations.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites to be determined. Classes will begin in fall 2011.

BACWA will compensate the District for all services rendered and expenses at a rate of Eighty Seven Thousand dollars (\$87,000). The cost is inclusive of all instruction and teaching/ training materials.

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

Approval of the renewal agreement is requested at this time.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 87,000 revenue*

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

Deborah Mann, Director  
Workforce and Economic Development

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7195

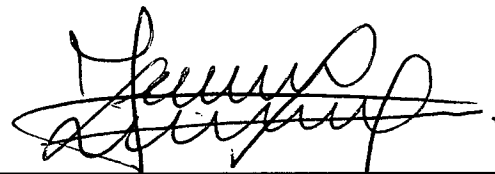
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

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

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

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- A. The District will provide credit classes, WATER 100, Wastewater Treatment I, WATER 101, Basic Chemistry for Water and Wastewater, WATER 105, Wastewater Treatment II, WATER 106, Instrumentation and Controls, WATER 108, Water Treatment II, WATER 120, Distribution Systems Maintenance, and WATER 121, Collections Systems Maintenance, for up to 30 students per class, for BACWA member organizations.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites, to be determined. Classes will begin in January 2011, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. BACWA will recruit, identify and select all trainees who will participate in training.
- D. BACWA will compensate the District for all services rendered and expenses at a rate of eighty seven thousand dollars (\$87,000), or fourteen thousand dollars (\$14,000) per class 3 or 4 credit hour class and eight thousand five hundred dollars per 2 credit hour class. The cost is inclusive of all instruction and teaching/ training materials.
- E. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- F. This contract may be terminated by either party with notice of ten (10) business days.
- G. **IT IS MUTUALLY UNDERSTOOD** that BACWA and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to BACWA and the District respectively.
- H. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of BACWA. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and



claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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

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

Date \_\_\_\_\_

Date \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** RENEWAL OF CHILDREN'S PROGRAMS CONTRACT  
CCTR-1341 AND RESOLUTION  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This renewal agreement with the state of California, dated July 1, 2011, designated as number CCTR-1341, General Child Development Programs, Project Number 48-7055-00-1, shall be funded at a maximum reimbursable amount of \$291,586.00.

The contract is effective from July 1, 2011 through June 30, 2012 for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

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

Government Code: Board Policy: Estimated Fiscal Impact: \$291,586.00

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

Christie Speck, Director  
Children's Programs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

**ADDRESS**

707-864-7183

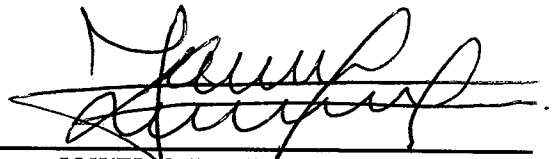
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CCTR-1341

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

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

The period of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$238,481.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 6,937.0

Minimum Days of Operation (MDO) Requirement 191

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

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel Laquerre, Ph.D. Superintendent/President			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 238,481  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 238,481	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE		

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-1341

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 55,550	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 55,550	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 30,580	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 30,580	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 152,351	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 152,351	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

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

**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.**

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RESOLUTION

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number/s CCTR-1341 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED THIS 20th day of July 2011-12, by the  
Governing Board of Solano Community College District  
of Solano County, California.

I, Jowel C. Laguerre, Ph.D., Clerk of the Governing Board of

Solano Community College District, of Solano County,

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

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(Clerk's signature)

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(Date)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL OF CHILDREN'S PROGRAMS CONTRACT  
CSPP-1613 AND RESOLUTION**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

This renewal agreement with the state of California dated July 1, 2011, designated as number CSPP-1613, General Child Development Programs, Project Number 48-7055-00-1, shall be funded at a maximum reimbursable amount of \$354,661.00.

The contract is effective from July 1, 2011 through June 30, 2012 for 191 days of child enrollment at a daily rate not to exceed \$34.38 per child.

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

*Government Code:* \_\_\_\_\_ *Board Policy:* \_\_\_\_\_ *Estimated Fiscal Impact:* **\$354,661.00**

**SUPERINTENDENT'S RECOMMENDATION:**

**APPROVAL**       **DISAPPROVAL**  
 **NOT REQUIRED**       **TABLE**

Christie Speck, Director  
Children's Programs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

**ADDRESS**

707-864-7183

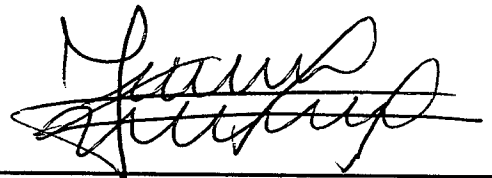
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 11 - 12**

DATE: July 01, 2011

CONTRACT NUMBER: CSPP-1613

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 48-7055-00-1

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

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

The period of performance for this contract is July 01, 2011 through June 30, 2012. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$354,661.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 10,316.0

Minimum Days of Operation (MDO) Requirement 191

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

Exhibit A, General Terms and Conditions attached.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>				
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)				
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jewel Laquerre, Ph.D., Superintendent/President				
TITLE Contracts, Purchasing & Conference Services		ADDRESS 4000 Suisun Valley Road, Fairfield, CA 94534				
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 354,661	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached					
TOTAL AMOUNT ENCUMBERED TO DATE \$ 354,661	ITEM See Attached	CHAPTER	STATUTE			FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.			
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE				

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-1613

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,378	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,378	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 15,622	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 15,622	ITEM 30.10.020.001 6110-196-0890	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 230,180	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 230,180	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 80,481	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 80,481	ITEM 30.10.020.001 6110-196-0001	CHAPTER B/A	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	- 24



**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2011-12.**

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**RESOLUTION**

BE IT RESOLVED that the Governing Board of Solano Community College District

authorizes entering into local agreement number/s CSPP-1613 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED THIS 20th day of July 2011-12, by the Governing Board of Solano Community College District

of Solano County, California.

I, Jowel C. Laguerre, Ph.D., Clerk of the Governing Board of

Solano Community College District, of Solano County,

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

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

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

**TO:** Members of the Governing Board

**SUBJECT:** UNIVERSITY OF CALIFORNIA CENTER FOR URBAN  
EDUCATION SERVICE AGREEMENT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

An agreement between Solano Community College and the University of Southern California Center for Urban Education (CUE) is being presented to the Governing Board for approval.

Services to be provided by CUE will be to prepare and participate in Solano College's August 16, 2011 Flex Cal program to present a keynote address about student equity at the Basic Skills Mini-Conference, which will include two breakout sessions that provide an overview of CUE's data and inquiry tools. CUE will also conduct a campus workshop entitled "Using Data to Design Effective Action Plans," and conduct a campus workshop entitled "Using Inquiry to Define the Problem(s) and Assess Potential Interventions." After completion of the second workshop, CUE will summarize the findings and provide recommendations for the next steps that college leadership and faculty can consider.

The timeline for activities will be scheduled between August, 2011 and May, 2012 and can be adjusted but will not go beyond three months of this estimated timeline. The cost for these services is \$25,500 excluding travel, lodging and meeting expenses, funded through Basic Skills Grant and the general fund.

<i>Government Code N/A</i>	<i>Board Policy 5355</i>	<i>Estimated Fiscal Impact: \$ 25,500</i>
<i>CEO 2011-2012 Goals: Improve Quality Access for Students</i>		<i>\$22,500 Basic Skills Grant</i>
		<i>\$ 3,000 General Fund</i>

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

Arturo Reyes, Executive Vice President  
Academic and Student Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7102

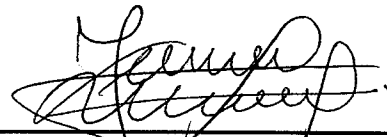
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**University of Southern California  
Center for Urban Education  
Service Agreement**

**THIS AGREEMENT** is effective as of July 1, 2011, by and between the University of Southern California on behalf of its Center for Urban Education (“USC-CUE”), a California nonprofit corporation with its principal place of business at University Park, Los Angeles, California 90089, and Solano College, with its principal place of business at 4000 Suisun Valley Road, Fairfield, CA 94534 (“CLIENT”).

**WHEREAS**, USC-CUE has developed and is the owner of certain data tools, materials and services that allow postsecondary educational institutions and/or their statewide systems to use their institutional data to monitor progress toward achieving equity for historically underrepresented students (“EQUITY SCORECARD Process”);

**WHEREAS**, CLIENT proposes to retain USC-CUE to present at CLIENT’s August 16, 2011 FLEXCAL event, conduct two workshops at CLIENT’s institution and prepare a memorandum/report on next steps after completion of the workshops;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein, CLIENT and USC-CUE agree to the following:

**1. Scope of Services (“SERVICES”) to be Performed:**

**1.1 Part I: Prepare and participate in Solano College’s August 16, 2011 FLEXCAL program**

- 1.1.1 Present a keynote address about student equity at the Basic Skills Mini-Conference for FLEXCAL.
- 1.1.2 Conduct two (2) breakout sessions, one in the morning and one in the afternoon, that provide an overview of CUE’s data and inquiry tools.

**1.2 Part II: Conduct a campus workshop entitled “Using Data to Design Effective Action Plans”**

- 1.2.1 Prepare and conduct a 4-hour workshop for participants to increase their expertise in data collection and analysis, using CUE's BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ (BESST).
- 1.2.2 In preparation for this workshop, CUE will work with Solano College's office of research/planning to collect specific performance data for a cohort of students and convert that data for the production of customized BESST™ tables.
- 1.2.3 Develop an institutional profile for a student cohort; create a course pathway for basic skills math and/or English to college-credit level courses in math and/or English.

- 1.2.4 Develop BESST™ tables showing rates of progress for different student groups, broken down by race and ethnicity, based on specific milestones jointly determined by Solano College and CUE.
- 1.3 **Part III: Conduct a campus workshop entitled “Using Inquiry to Define the Problem(s) and Assess Potential Interventions.”**
  - 1.3.1 Prepare and conduct a 4-hour workshop which builds on the foundation developed from the first workshop. The second workshop is designed to train participants on the use of structured inquiry to understand the barriers to student success and what can be done to address institutional practices that are not working for students of color.
  - 1.3.2 CUE will provide tools and supplemental materials for this workshop and facilitate the discussion on conducting inquiry in general, the types of inquiry activities that may be relevant to the college and assessing intervention points.
  - 1.3.3 CUE will lead a discussion on how the results from benchmarking and inquiry can be incorporated into a college's action plan.
- 1.4 **Part IV: Memorandum/Report**
  - 1.4.1 After completion of the second workshop, CUE will summarize the findings and provide recommendations for next steps that college leadership and faculty can consider.
- 1.5 **Timeline for Phases:** The timeline for activities described above in sections 1.1 to 1.4 will be scheduled between August 2011 and May 2012 and can be adjusted but will not go beyond three months of this estimated timeline.

## **2. Materials to be Provided in Rendering Services (“MATERIALS”):**

- 2.1 USC-CUE has developed certain MATERIALS associated with the EQUITY SCORECARD™ Process and BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ and may utilize them in connection with the SERVICES in assisting CLIENT.
- 2.2 Such MATERIALS may include, but are not limited to:
  - 2.2.1 Materials on facilitating team learning, as well as developing targeted interventions, setting appropriate goals, creating an action plan, and disseminating findings to the broader campus community;
- 2.3 The MATERIALS may also include any information, process, technique, algorithm, program, software, design, drawing, chart, table, formula, test data, note, analysis, compilation, study or other document relating to the EQUITY SCORECARD™ Process and the BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ whether in oral, written, graphic or electronic form.

2.4 Title and all ownership in all aspects of the MATERIALS, including without limitation, ownership of copyright rights in the MATERIALS and proprietary rights in any software associated therewith, and any derivative works thereof, belong to and shall remain the exclusive property of USC-CUE. All updates, modifications, and improvements of the MATERIALS are and shall be considered property of USC-CUE, and CLIENT hereby assigns any rights it may acquire therein to USC-CUE, regardless of whether or not any such updates, modifications, improvements or derivative works are authored, created, or developed, in whole or in part, by CLIENT or any of its employees, contractors, or affiliates.

### **3. Limited License for the MATERIALS**

3.1 Subject to the terms of this Agreement, USC-CUE hereby grants to CLIENT a non-transferable, non-exclusive license to use the MATERIALS provided by USC-CUE, and all revisions and derivative works of the MATERIALS, for the exclusive purpose of accomplishing the scope of work described above in sections 1.1 through 1.4.

3.2 CLIENT shall give attribution to USC and its Center for Urban Education in all written, digital, PowerPoint and/or oral presentations produced regarding the EQUITY SCORECARD™ and the BESST™. An example of such attribution is as follows: “Center for Urban Education (2011). The CUE Equity Scorecard™ and/or Benchmarking Equity and Student Success Tool™, University of Southern California, Los Angeles.”

3.3 In all output reports from the EQUITY SCORECARD™, referred to as “EQUITY SCORECARDS” and/or BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ (BESST) made from the provided materials and templates, CLIENT shall give attribution to USC and its Center for Urban Education for the development of the EQUITY SCORECARDS and the BESSTs.

### **4. Compensation and Payment Schedule to USC-CUE**

4.1 The SERVICES as set forth herein will be delivered for a total fee of \$25,500.00 excluding travel, lodging and meeting expenses. CLIENT shall be responsible for reimbursing all travel costs for up to two USC-CUE personnel. CLIENT shall also be responsible for arranging and covering the costs for the workshops under SERVICES described in section 1. CLIENT shall reimburse USC-CUE for any reasonable incidental expenses incurred in the performance of this Agreement, provided that CLIENT has agreed in advance to such expenses.

4.2 The payment schedule is as follows:

- 4.2.1 Deposit is invoiced upon signing contract: \$8,000.00
- 4.2.2 Due upon completion of “Part 2” : \$7,500.00
- 4.2.3 Due upon completion of “Part 3” : \$7,500.00
- 4.2.4 Due upon completion of “Part 4” : \$2,500.00

- 4.3 USC-CUE shall submit invoices to CLIENT according to the payment schedule noted above. CLIENT agrees to pay USC-CUE within thirty (30) days of the invoice date.

## **5. Non-Competition**

As a material term of this Agreement, CLIENT agrees that for a period of five (5) years after the completion of this Agreement, it will not offer any services or products to any third parties that is competitive with the EQUITY SCORECARD™ or the BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™ or otherwise involve commercially counseling clients to use their institutional data to monitor their progress toward achieving equity for historically underrepresented students/members.

## **6. Term and Termination**

- 6.1 Term. The term of this Agreement shall commence on the Effective Date hereof and, unless sooner terminated as provided by this Agreement, shall continue through May 31, 2012 or the conclusion of the project, whichever is later.
- 6.2 Termination. During the term of this Agreement, either party shall have the right, without incurring any liability therefore to the other party, by providing thirty (30) days written notice to the other party, to terminate this Agreement. Upon termination, CLIENT shall be responsible for all non-cancellable obligations to any third parties whom USC-CUE had requested on CLIENT'S behalf.

## **7. Warranties and Limitations of Liability**

- 7.1 Each party warrants and represents that it has the right to enter into this Agreement and grant the rights granted in it.
- 7.2 Except as provided herein, USC-CUE specifically disclaims all warranties of merchantability and fitness for a particular purpose and CLIENT hereby waives such warranties. USC-CUE shall not be held liable for any and all liability for special, indirect, punitive, incidental or consequential damages (including loss of profits) arising out of this Agreement or with respect to the use or support of the MATERIALS and the SERVICES provided by USC-CUE to CLIENT. CLIENT specifically agrees that any liability on the part of USC-CUE arising from breach of warranty, breach of contract, strict liability in tort, infringement or any other legal theory shall not exceed any amount paid by CLIENT to USC-CUE pursuant to this Agreement.

## **8. General Provisions**

- 8.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of CLIENT's and USC-CUE's heirs, legal representatives, successors, and assigns.

8.2 Notices. Any payment, notice or other communication pursuant to this Agreement shall be sufficiently made or given on the date of mailing if sent to such party by certified first class mail, postage prepaid, at the respective addresses given below. The parties shall promptly notify each other in writing of any changes in address.

In the case of USC-CUE:

Linda J. Wong  
Executive Director  
Center for Urban Education  
Rossier School of Education  
University of Southern California  
Waite Phillips Hall, Room 702  
Los Angeles, CA 90089-4037

In the case of CLIENT:

Erin Vines  
Dean of Counseling and Special Services  
Solano College  
4000 Suisun Valley Road  
Fairfield, CA 94534

- 8.3 No Assignment. CLIENT may not assign this Agreement or any of its rights or obligations hereunder without prior written consent of USC-CUE.
- 8.4 Joint and Several Liability. If there are multiple persons representing CLIENT under this Agreement, their obligations hereunder shall be joint and several, and USC-CUE may exercise any of its rights or remedies against any one or all of such persons.
- 8.5 Relationship of the Parties. The parties agree and acknowledge that the relationship of the parties is in the nature of an independent contractor. This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee or representative.
- 8.6 Enforceability. If any condition or provision of this Agreement is found by a court of competent jurisdiction to be for any reason unenforceable or invalid, the remainder of this Agreement will remain enforceable with the omission of said invalid or unenforceable portion thereof, as though said unenforceable portion had never been included herein.
- 8.7 Non-Waiver. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

- 8.8 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.
- 8.9 Publications. Nothing in this Agreement shall limit or prevent USC-CUE from publishing any information about the EQUITY SCORECARD™ Process or the BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™.
- 8.10 Use of Names. Neither party shall use the name, trade name, trademark or other designation of the other party in connection with any products, promotion or advertising without the prior written permission of the other party. USC's trademarks include, but are not limited to: "USC", "University of Southern California", "EQUITY SCORECARD", "BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL", and "BESST". Moreover, CLIENT agrees that after termination of this Agreement, CLIENT will not utilize USC's trademark, EQUITY SCORECARD™ and BENCHMARKING EQUITY AND STUDENT SUCCESS TOOL™, in connection with any processes, programs or evaluations other than in connection with the SERVICES rendered hereunder.
- 8.11 Entire Agreement. This Agreement expressly supersedes any and all previous agreements either written or oral between the parties and can only be modified by a subsequent written agreement between the parties.

This Agreement shall be effective as of the date set forth above.

University of Southern California,  
On behalf of its Center for Urban Education

CLIENT: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Elizabeth Garrett  
Provost and Senior Vice President for  
Academic Affairs  
Office of the Provost

\_\_\_\_\_  
(Signature)

J. Arturo Reyes  
(Print or Type Name)

Executive Vice President  
Academic and Student Affairs

4000 Suisun Valley Road  
(Address)

Fairfield, CA 94534  
(City, State, Zip)



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** RESOLUTION HONORING BOB MYERS  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Bob Myers has served the Solano Community College District with distinction since 1992, when he became the Dean of Physical Education and Athletics at Solano Community College.

Dean Myers will retire from his current position as Dean of the School of Human Performance and Development, effective August 1, 2011, after over nineteen (19) years of faithful service to the District.

Best wishes are extended to Bob for a well-deserved retirement, with sincere thanks for his many contributions to Solano Community College.

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

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

J. Arturo Reyes, Executive Vice President  
Academic and Student Affairs

**PRESENTER'S NAME**

400 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7102

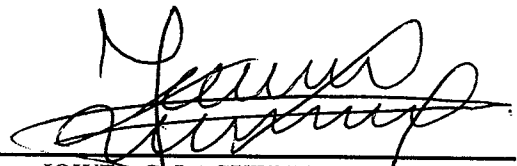
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
RESOLUTION HONORING**

*Bob Myers*

*Whereas*, Bob Myers has served the Solano Community College District with distinction since 1992 when he became the Dean of Physical Education and Athletics at Solano Community College;

*Whereas*, Bob Myers, at Solano Community College, has served specifically on the Curriculum Committee, FaBPAC, Superintendent-President's Cabinet, and a multitude of other committees on campus over the years; as well as having served on well over one hundred hiring committees, and currently serves as the Dean of the School of Human Performance and Development;

*Whereas*, Bob Myers' support of Solano Community College programs and activities, students, faculty, and staff has always been enthusiastic and dedicated to student success;

*Whereas*, Bob Myers has at all times been an advocate for the community college system by having served as President of the National Alliance of Two-Year Collegiate Athletic Administrators, serving on the Executive Committee of the National Association of Collegiate Directors of Athletics, President of the California Community College Athletic Directors Association, President of the California Community College Physical Education Association, President of the Bay Valley Conference, President of the Bay Valley Football Conference, and 1996 United States Olympic Coach for Track and Field;

*Whereas*, Bob Myers has at all times been an ambassador for Solano Community College founding the Solano Hall of Fame, restarting the Solano College Athletic Boosters Club and serving on the Vacaville Chamber of Commerce; and

*Whereas*, Bob Myers' dedication and commitment to Solano Community College has earned the respect of the community, the College staff, faculty, and students; now, therefore be it

*Resolved*, That Bob Myers will be sorely missed, and the Governing Board expresses its sincere appreciation for his many contributions and wishes him well in his richly deserved retirement and future endeavors.

*Passed and Adopted*, This 20th day of September 2011, by the Governing Board of the Solano Community College District.

\_\_\_\_\_  
Denis Honeychurch, J.D., President

\_\_\_\_\_  
A. Marie Young, Vice President

\_\_\_\_\_  
James M. Claffey

\_\_\_\_\_  
Sarah E. Chapman

\_\_\_\_\_  
Pam Keith

\_\_\_\_\_  
Phil McCaffrey

\_\_\_\_\_  
Rosemary Thurston

\_\_\_\_\_  
Lexi Parmer, Student Trustee

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board

**SUBJECT:** APPROVAL OF EMPLOYMENT CONTRACT:  
SUPERINTENDENT-PRESIDENT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Yulian Ligioso, Vice President of Finance and Administration, will present the Solano Community College District employment contract extension for the Superintendent-President for approval by the Board of Trustees.

Specific give backs were approved in the amount of \$15,780.5, at the June 30, 2011, special-called Board meeting. The negotiated salary and other compensation reductions supersede this agreement for the 2011-2012 fiscal year.

*Government Code: Board Policy: 1016; 2035 Estimated Fiscal Impact: \$ N/A*  
**BOT GOAL 2011-2012 – Lead the College to fiscal stability**

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

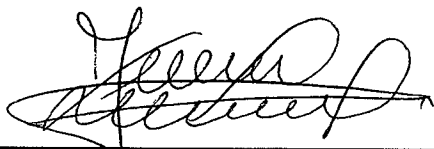
Yulian I. Ligioso, Vice President  
Finance and Administration  
**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**

707 864-7000, ext. 7209  
**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

July 8, 2011  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

July 8, 2011  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Solano Community College**  
**Employment Contract**  
**Superintendent/President**

1. **INTRODUCTION:** This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and Dr. Jewel Laguerre (hereinafter "Dr. Laguerre") pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Dr. Laguerre to provide services as described herein.
2. **POSITION:** Subject to the terms and conditions stated in this Contract, Dr. Laguerre is employed by the District as the Superintendent/President of the Solano Community College District.
3. **TERM:** The term of this Contract commences effective July 1, 2011 and ends on June 30, 2015. Upon the expiration of this Contract, the District may reemploy Dr. Laguerre in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy Dr. Laguerre in an administrative position beyond the Contract's expiration date. The District shall notify Dr. Laguerre of the District's decision not to reemploy him by March 15 of the final year of the Contract, which shall constitute the sole and exclusive notice to which Dr. Laguerre is entitled. In the absence of such notice not to reemploy, Dr. Laguerre shall be deemed to be reemployed by appointment for one year. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.
4. **POWERS AND DUTIES:**
  - a. Dr. Laguerre represents that he is specially trained, experienced, and competent to serve as Superintendent/President, and further satisfies the minimum qualifications applicable for the position of Superintendent/President.
  - b. Dr. Laguerre shall render full-time service in his position and shall have such powers and exercise such duties as are given him by the Education Code, other applicable laws and regulations, and requirements and directives of the Governing Board.
  - c. Such acts which may require ratification and approval by the Governing Board shall be referred to the Governing Board at the earliest possible opportunity by Dr. Laguerre.
  - d. Dr. Laguerre shall, unless otherwise ordered, serve as Secretary to the Governing Board.
  - e. Dr. Laguerre, in fulfilling his duties and exercising his powers under this contract, shall act in accordance with all policies officially approved by the Governing Board.
  - f. Dr. Laguerre shall be expected to perform at the highest professional level of competence the services, duties and obligations required by this Contract, California law, and the rules, regulations and policies of the Board and District.

- g. Dr. Laguerre shall work in a team relationship with District administrative members in support of the Board.
- h. The Board shall operate at the policy level and shall delegate to the President the authority of the internal management of the institution. The President will provide the Board with appropriate information, in a timely manner, in order that the Board may promulgate policy. The President, as Chief Executive Officer, is responsible for executing policies and implementing identified goals through the day-to-day management of the college. The Board and its individual members agree not to unreasonably interfere with or to usurp the responsibilities of the President.

5. **COMPENSATION AND BENEFITS:**

- a. **Salary and Work Days:** Dr. Laguerre shall be paid an annual salary of \$235,000.00 based on 223 duty days of service per year, excluding annual vacation and paid holidays, as determined by a calendar that is mutually agreed upon between Dr. Laguerre and the Governing Board. Dr. Laguerre shall ordinarily be paid monthly in twelve equal payments on the last working day of the month. However, if Dr. Laguerre works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Dr. Laguerre work less than twelve (12) months, he may be paid in either twelve equal installments or for actual months worked.
- b. **Salary Increase:** Any salary increase shall be determined by the Governing Board and based upon an annual performance evaluation. Any adjustment shall be in writing, however, by so doing it shall not be considered that a new Agreement has been entered into, or that the termination date of the existing Agreement has been extended.
- c. **Benefits:** Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Dr. Laguerre and his dependents shall be entitled to receive District-paid medical, vision, and dental insurance, and Dr. Laguerre shall be entitled to receive District-paid life insurance coverage, under plans currently in effect for District administrators or as subsequently modified, adopted, or implemented in the future.
  - 1) In lieu of District-paid benefits, Dr. Laguerre may submit a medical benefit waiver request to the District. If approved by the District, Dr. Laguerre shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as he participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
  - 2) Dr. Laguerre has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Dr. Laguerre leaves the District after completing ten consecutive years of full-time service, Dr. Laguerre shall be given the option to continue medical, dental and vision coverage on a self-pay basis through the District until such time as Dr. Laguerre reaches retirement age provided he pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.

- d. Relocation Costs: Dr. Laguerre shall be reimbursed for reasonable relocation costs. The amount reimbursed shall be based upon the lowest of three oral estimates obtained by Dr. Laguerre.
- e. Fund-Raising/Entertainment Allowance: Dr. Laguerre shall receive in addition to any salary, a travel and entertainment allowance not to exceed \$5,000 per fiscal year. The allowance shall be creditable compensation for STRS and Dr. Laguerre shall pay any necessary state and/or federal taxes. The purpose of this travel and entertainment allowance is to permit and encourage Dr. Laguerre to engage in activities that promote the interests of the College. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred. In addition, Dr. Laguerre shall provide a monthly report of his activities on behalf of the College. In the event his necessary and reasonable expenditures should exceed \$5,000 in any fiscal year, reimbursement shall be subject to Board approval.
- f. Professional Allowance: Dr. Laguerre shall receive, in addition to any salary, an allowance of up to \$3,000 per year, which sum shall be used to maintain his professional competency and leadership by attending such conferences or meetings as he and the Board President deem necessary, subject to Board approval of his absence. Said sum shall be used for all reasonable and necessary expenses, including civic and professional membership dues, travel, meals, lodging and registration fees. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred.
- g. Vehicle Allowance: The District shall provide Dr. Laguerre with an annual vehicle allowance in the amount of \$5,000.00.
- h. Remote Access: The District shall provide Dr. Laguerre with a laptop computer and reasonably necessary accessories that would enable him to remotely access his campus e-mail.
- i. Stipend for Doctorate Degree: Dr. Laguerre shall receive an additional stipend of \$2,400 upon possessing an earned doctorate from an accredited institution. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials. The Juris Doctorate (J.D.) Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.
- j. Travel and Transportation: Dr. Laguerre shall be entitled to reimbursement for the actual reasonable cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and actual mileage reasonably incurred at the current IRS mileage rate. Said expenses shall be claimed by Dr. Laguerre by submitting documentation of expenses actually incurred. Alternatively, the District may provide Dr. Laguerre with a District credit card to be used for the actual costs of allowable travel expenses. The Board reserves the right to refuse reimbursement if it determines that expenses were not incurred within the scope of employment, are excessive, or are undocumented.

- k. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Dr. Laguerre and his spouse or registered domestic partner shall be entitled to participate for the time period stated. Dr. Laguerre and/or his spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.
- 1) Ten (10) years of medical and vision for employee and spouse or spouse or registered domestic partner domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
  - 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1<sup>st</sup> year of retirement.
  - 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6<sup>th</sup> and 7<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).
  - 4) No health and welfare benefits provided but will receive \$20,000 in the 1<sup>st</sup> through 4<sup>th</sup> years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Dr. Laguerre for any costs, if any, incurred by Dr. Laguerre or his spouse or registered domestic partner that result from coordinating benefits with Medicare.

6. **CONDITIONS OF EMPLOYMENT**: This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supersede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

7. **EVALUATION:** Dr. Laguerre shall receive a performance evaluation at least once each fiscal year in accordance within the terms of this Agreement and the performance objectives for the term of this Agreement. The Board additionally reserves the right to evaluate Dr. Laguerre's performance at any time during the term of this Agreement.

The evaluation procedures shall be determined by the Board, in consultation with Dr. Laguerre. The procedure for evaluation shall be in writing. The evaluation(s) shall be based on the position description and Board approved District goals and objectives in accordance with the procedures outlined in District policies. The performance goals shall be in writing and shall be treated in accordance with all applicable laws.

Dr. Laguerre shall provide satisfactory or better services in the position of Superintendent/President. The Board, in its sole discretion, reserves the right to assign, reassign and/or prioritize the responsibilities of the position in response to the needs of the District.

In the event that the Board determines by majority vote that Dr. Laguerre's performance is unsatisfactory, the Board shall describe in writing in reasonable detail, areas of unsatisfactory performance, indicating specific instances where appropriate.

The evaluation shall include recommendations for improvement in all areas where the Board deems the performance to be unsatisfactory or in need of improvement. A copy of the written evaluation shall be delivered to Dr. Laguerre and he shall have ten (10) days to make a written or oral response to the evaluation. The Board shall meet with Dr. Laguerre in a timely manner to discuss the evaluation.

8. **ADMINISTRATIVE REQUIREMENTS:** Upon assuming his duties, Dr. Laguerre shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.

9. **HOLD HARMLESS:** Upon the written request of Dr. Laguerre, the District shall provide for the defense of any civil action or proceeding brought against Dr. Laguerre by any person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of Dr. Laguerre's employment with the District subject to the following:

- a. Dr. Laguerre agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
- b. The choice of counsel is within the District's discretion.
- c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.

10. **SEVERABILITY:** If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.

11. **TERMINATION OF CONTRACT:**

- a. Dr. Laguerre may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District to Dr. Laguerre, which will be forwarded to the Governing Board for consideration.



- b. During the term of this Agreement, the grounds and procedures for dismissal from employment or imposition of penalties during the term of this Agreement shall be for material breach of contract, unsatisfactory evaluation, physical or mental inability to perform, or any ground enumerated in Education Code sections 87732 or 87735.

The District shall not terminate this Agreement, terminate the employment of Dr. Laguerre, or impose any other penalties during the term hereof unless a written statement of the grounds for termination has first been served upon Dr. Laguerre. Dr. Laguerre shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, at his option either in writing or during a meeting with the Governing Board, prior to final Board action on terminating the Agreement, terminating the employment of Dr. Laguerre with the District, or imposing any other penalties during the term of this Agreement. This shall constitute his exclusive right to due process except as otherwise required by law. Any references to District Polices shall not in any way grant the Superintendent/President due process rights in his administrative position or any other position with the District beyond those set forth in this Contract.

- c. Dr. Laguerre shall notify the Board President of his intent to apply for employment elsewhere and the reasons therefore. Dr. Laguerre shall further notify the Board President if he becomes a candidate for employment elsewhere and of any interviews scheduled with another employer prior to the interview. The failure to follow these requirements shall be deemed to constitute a material breach of this Contract, and the District may terminate this Agreement for cause as set forth above.

- 12. **MAXIMUM CASH SETTLEMENT:** In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of Dr. Laguerre multiplied by eighteen (18). Any such settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until Dr. Laguerre finds other employment, whichever occurs first.
- 13. **EXEMPT STATUS:** Dr. Laguerre is exempt from overtime provisions of District policies and state and federal law.
- 14. **ENTIRE CONTRACT:** This Contract contains the entire Contract and understanding between the parties, and supersedes any prior agreements entered into between the parties relating to the employment of Dr. Laguerre. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract. This Contract cannot be changed or supplemented orally. It may only be modified and superseded by a written instrument executed by both of the parties.
- 15. **NON-WAIVER:** Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.

\_\_\_\_\_  
Dr. Jowel Laguerre  
Superintendent/President  
Solano Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Denis Honeychurch, JD  
Board President  
Solano Community College District

\_\_\_\_\_  
Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: AGREEMENT BETWEEN PAULY GROUP, INC., (PGI)  
AND SOLANO COMMUNITY COLLEGE TO PROVIDE  
CANDIDATE REFERENCING SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to enter into an agreement with the Pauly Group. Inc., (PGI) to provide candidate referencing services for the fiscal year 2011-12, not to exceed \$15,000.

Government Code: Board Policy: 3225 Estimated Fiscal Impact: \$15,000

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

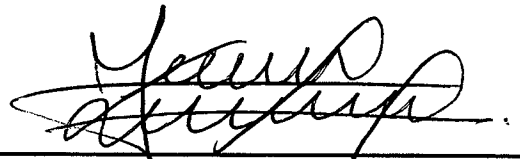
707-864-7209

TELEPHONE NUMBER

Administration  
ORGANIZATION

July 8, 2011

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 8, 2011

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



www.paulygroup.com

PAULY GROUP  
INCORPORATED

### REFERENCE PROJECT AGREEMENT

THIS AGREEMENT is made and entered into this day, July 7, 2011, by and between Pauly Group, Inc., Springfield, Illinois (hereinafter "Pauly Group"), and Solano Community College, Fairfield, California, (hereinafter "Client"), to perform various professional, technical, and consulting services, tasks, and assignments on behalf of the Client.

NOW, THEREFORE, the parties agree as follows:

1. **Services Performed.** Pauly Group will conduct detailed background reviews, commonly referred to as Preliminary Reference Reports and/or Summary Reference Reports, for semi-final and/or final candidates to be considered by the Client for positions within the college.
2. **Term.** The term of this Agreement shall commence upon the year and date executed by the Client, and shall become in effect when a Letter of Authorization, as described in below in paragraph 6A, is transmitted to the Consultant. The effective authorization shall end upon delivery of the Reference Report to the Client. The Reference Project is typically finished within fifteen (15) days from the date of authorization of the Agreement. However, the time for completion of the Reference Project is substantially dependent upon prompt performance of Client's obligations, as set forth below. No warranty is expressed or implied with regard to the time of completion.
3. **Termination:** This Agreement may be terminated at any time by either party. In the event of early termination, all fees collected by Pauly Group shall be retained by Pauly Group. In the event payment of fees has not yet been received by Pauly Group, then Client shall pay for all time incurred by Pauly Group to the date of termination at the rate of \$250 per hour and all expenses, including, but not limited to, consultant fees and expenses, incurred by Pauly Group to the date of the termination.
4. **Fees:** The Client shall pay the following fees to Pauly Group with thirty (30) days of invoice:
  - A. Client shall pay to Pauly Group the fee of \$850 for an administrative fee per Project. Said fees cover all Pauly Group expenses, including all long distance telephone and Pauly Group mailing charges.
  - B. The fee of \$750.00 for every semi-final candidate referred to Pauly Group for referencing; and
  - C. The fee of \$1,200.00 for every final candidate referred to Pauly Group for referencing.
  - D. Should referencing have commenced and a candidate withdraws from the search process, for whatever reason, rather than the entire per candidate fee, client will be assessed a fee of \$375.00

per semi-final candidate to withdraw or \$600.00 per final candidate to withdraw. If an invoice has been issued to Client, a new invoice will be produced and mailed immediately.

- E. In the event the Client requests Pauly Group personnel to visit Client's institution, then Client will pay the additional fees of \$3,500.00 per day, including necessary travel days, plus all travel related expenses, including but not limited to the cost of transportation, meals and lodging. Travel fees and expenses will be invoiced within sixty (60) days of the completion of the project, and are due and payable within thirty (30) days.
5. **Expenses.** All expenses are the responsibility of Pauly Group.
6. **Client Duties.**
- A. The Client will provide the Consultant with a completed and signed Letter of Authorization, listed as Addendum A, to commence each reference project.
- B. The Client will provide Pauly Group electronic or faxed copies of (1) the job description; (2) any other advertisements used to publicize the position; (3) candidate's application materials including cover letter, resume, reference list, and all attachments.
7. **Pauly Group Duties.**
- A. Pauly Group will forward to each referred candidate the Candidate Reference Packet consisting of a Candidate Release Form, Salary and Benefit Statement, Expanded Reference List, and EEOC Form.
- B. The investigations will commence with the return of the completed Candidate Reference Packet and a notification call from Pauly Group to each candidate to explain the reference process and review of the application materials.
- C. For semi-finalists, Pauly Group will conduct a minimum of three (3) reference interviews with individuals named by the candidate and will provide to Client a written report regarding those interviews. For finalists, Pauly Group will conduct a minimum of eight (8) reference interviews with individuals named by the candidate and with unnamed individuals and will provide a Client a written report regarding those interviews.
- D. The final written report will be delivered electronically, via Pauly Group's secure website. Client will be given a user name and password to access the report. The report will be available for five (5) days, and no other copy will be supplied, unless specifically requested by Client.
8. **Confidentiality of Pauly Group Work Product.**
- A. The Client acknowledges that Pauly Group will produce a report regarding each candidate which may contain confidential and/or potentially damaging information or allegations regarding a candidate. The Client further acknowledges that the dissemination of the report or the information or allegations contained therein to the public or to anyone within the college who does not have a strict need to know would subject Pauly Group and the college to potential liability.
- B. The Client agrees that the report and the information or allegations contained therein are revealed to the Client in confidence, solely for the purposes of the reference project called for herein, and to enable the Client to hire a suitable applicant for the open position contemplated in this Agreement. The Client agrees that neither the Client, nor any of its officers, directors, employees or agents, will reveal or copy any portion of the report or the information or allegations contained therein to any other person, institution or entity, unless required by law.

- C. In furtherance of this paragraph, only one (1) copy of the report will be provided by Pauly Group to the Client, which shall be available to be read only by the Client's President. The Client will make no copies or other permanent record of the report and the information or allegations contained therein. Only verbal reports of the information or allegations contained in that report will be shared with other officers, directors, employees and agents of the Client, but only on a strict need to know basis.
  - D. The client will institute and enforce such procedures as are necessary to ensure that all officers, directors, employees and agents of the Client will maintain such confidentiality.
  - E. The parties stipulate that Pauly Group's damages for breach of this paragraph would be speculative, and that Pauly Group's remedies at law would be inadequate. Therefore, upon breach of this paragraph, Pauly Group would be entitled to enforce it by (a) seeking an injunction from an appropriate court of competent jurisdiction and (b) by enforcing and receiving from the Client the indemnification agreed to below in Paragraph 9.
  - F. The obligations of the Client pursuant to this paragraph will survive the term of this Reference Project Agreement, and shall continue indefinitely.
9. **Indemnification.** In furtherance of the Client's confidentiality obligations as set forth in Paragraph 8 above, the Client agrees to protect, indemnify, defend and hold harmless Pauly Group, and its officers, directors, employees and agents, from and against any and all claims, damages, losses, liabilities, obligations, penalties, actions, judgments, suits, costs and expenses, including, without limitation, reasonable attorney's fees and costs of expert witnesses, that maybe incurred by or asserted against Pauly Group or its officers, directors, employees or agents, in each case arising out of or in connection with or related to any breach by the Client, or any of the Client's officers, directors, employees or agents, of the obligations set forth in Paragraph 8 above. The agreements and obligations of the Client contained in this paragraph shall survive the term of the Reference Project Agreement, and will continue indefinitely.
10. **Non-Binding Arbitration.** If a dispute arises between the parties relating to this Agreement, the parties agree to participate in good faith in negotiations to resolve the dispute for a period of up to thirty (30) days. If the dispute is not settled during such period, the parties agree that the matter shall be submitted to non-binding arbitration held in accordance with the commercial rules of the American Arbitration Association, by a panel of three (3) arbitrators. The parties shall each choose an arbitrator who will then agree on a neutral arbitrator. However, no judgment may be entered upon the award rendered by the arbitrators without agreement of the parties. In the event the parties do not so agree, then the parties may resort to litigation in the jurisdiction specified below.
11. **Facsimile Authorization.** It is agreed that a facsimile of signatures shall be considered valid to show the Client's agreement to the terms herein and to authorize Pauly Group to begin work on the Project.
12. **Late Payments.**
- A. Interest of two percent (2%) per month shall accrue during all or any part of a month in which any payment to be paid hereunder is made after the due date thereof. Such interest shall continue to be charged on the first day of each and every month thereafter on the balance then due and shall continue to accrue until all sums due are paid in full.
  - B. Each payment when made shall be credited first to the interest accrued, if any then due, and the remainder shall be credited to the balance due.

13. **Attorney's Fees.** The Client will pay on demand all costs of collection, legal expenses, including, but not limited to, court costs and reasonable attorney's fees incurred or paid by Pauly Group in collecting or enforcing the terms of this Agreement, and such costs, expenses and fees shall be assessed against the Client in any litigation filed with regard to this Agreement.
14. **Entire Agreement.** This Agreement super-cedes all oral or written prior agreements or understandings between Pauly Group and Client.
15. **Illinois Jurisdiction.** The Client agrees that this Agreement shall be deemed to have been executed in Sangamon County, Illinois, that Pauly Group will perform substantial services under this Agreement in Sangamon County, Illinois and that jurisdiction and venue in the event of any litigation pursuant to this Agreement shall be in Sangamon County, Illinois.
16. **Law Governing Agreement.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
17. **Severability.** If any one or more of the provisions contained in this Agreement shall be held illegal or unenforceable by a court, no other provision shall be affected by this holding.
18. **Headings.** The headings have been inserted for convenience only and are not to be considered when interrupting the provisions of this Agreement.
19. **Amendments.** This Agreement may only be amended or modified by mutual consent of the parties, in writing.
20. **Notices.** Any notice or demand given or made under the terms of this Agreement shall be served either in person or by regular mail, postage prepaid and addressed to:
  - A. If to Pauly Group, it shall be sent to 2921 Greenbriar Drive, Suite D, Springfield, Illinois 62704, or to any new address Pauly Group designates in writing.
  - B. If to Client, it shall be sent to Solano Community College; 4000 Suisun Valley Road; Fairfield, CA 94534, or to any new address Client designates in writing.
  - C. Any notice or demand shall be deemed to have been given and effective when it has been received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day of Thursday, July 07, 2011. An electronic, either faxed or scanned, copy of this document is acceptable as binding.

Pauly Group, Inc., an Illinois Corporation

FEIN: 37-1365750

By: 

Angela D. Provart, President

Client

By: Jowel C. Laguerre, Ph.D.

Signature & Printed Name  
Superintendent-President

Title  
4000 Suisun Valley Road

Street Address  
Fairfield, CA 94534

City/State/Zip

Addendum A

[On College Letterhead]

*Date*

Angela D. Provart  
President  
Pauly Group, Inc.  
2921 Greenbriar Drive, Ste. D  
Springfield, Illinois 62704

RE: Candidate Referencing Request

Per our Reference Project Contract with Pauly Group, Inc., dated July 7, 2011, please provide the following services.

Position Title: \_\_\_\_\_

Type of Report Requested: \_\_\_\_\_ Preliminary \_\_\_\_\_ Summary

Candidate Name: \_\_\_\_\_

Candidate Name: \_\_\_\_\_

Candidate Name: \_\_\_\_\_

Candidate Name: \_\_\_\_\_

Candidate Name: \_\_\_\_\_

It is affirmed that a facsimile of signatures is to be considered valid and all facsimile documents will be followed with the original documents and maintained in the Consultant offices.

Sincerely,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title



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

**TO:** Members of the Governing Board

**SUBJECT:** SOLICITATION OF REQUESTS FOR PROPOSALS (RFPs)  
 FOR BOND COUNSEL AND A CAMPAIGN CONSULTANT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

In anticipation of a future local Proposition 39 general obligation bond election, District staff is in the process of assembling a bond team to make recommendations and provide analysis about the timing of the possible measure. Earlier Board action authorized release of Requests for Proposals (RFPs) for Investment Banker/Underwriter and Public Opinion Research/Polling Services.

Staff is recommending a Request for Proposal (RFP) be issued to solicit qualifications from firms that would serve as bond counsel. Services would include all aspects of legal services relating to the issuance of public general obligation bonds from the preliminary analysis and feasibility phases through bond issuance, if the measure were approved by the voters.

Staff is also recommending a Request for Proposal (RFP) be issued to solicit qualifications from firms that would serve as a campaign consultant to advise the District through the information phase of the process prior to Board resolution authorizing placement on the ballot. The campaign consultant would work with District staff to develop effective public relations and communication strategies.

*Government Code: N/A      Board Policy: 3520      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

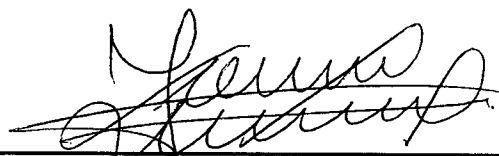
**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
 SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SOLICITATION OF REQUEST FOR QUALIFICATIONS  
(RFQ) FOR CONSULTANT FOR THE DEVELOPMENT OF  
A FACILITIES MASTER PLAN UPDATE

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a Request for Qualifications (RFQ) for a consultant to develop a Facilities Master Plan (FMP) update. The District is in the process of updating its Educational Master Plan (EMP), which will further develop current and potential academic program plans at each college to include the contract education/workforce development component of the District. Embedded within the District's governance structures is a tradition of collegial governance and decision making that will be an important factor in the development of the Facilities Master Plan, which will become a part of the District's Educational Master Plan. The District will use the proposed capital facilities planning process to identify the remaining needs for completion of the existing bond measure, to support requests for funding from future state-wide bond measures or for a future general obligation facilities bond measure to fund the facilities additions and enhancements as identified by the plan.

*Government Code: N/A Board Policy: 3520 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

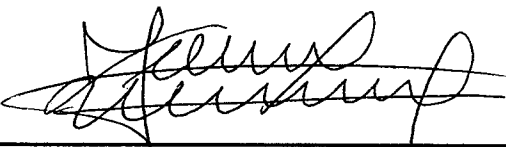
ADDRESS

707-864-7209

TELEPHONE NUMBER

Administration  
ORGANIZATION

July 8, 2011  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 8, 2011  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

**TO:** Members of the Governing Board  
**SUBJECT:** ANTICIPATED BID DATES FOR MEASURE G PROJECTS  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Design work was completed and the projects shown below have received, or are anticipated to receive, DSA approval in the near future. Staff is requesting Board approval to solicit competitive bids for the projects as shown, subject, and subsequent to receiving DSA approval.

Project	Bid Target	Approximate Bid Date	Approximate Start Work
Vallejo Expanded Parking Facilities and Pad for Modulares with Utilities	\$ 400,000	August 1, 2011	September 26, 2011
Fine Arts Remodel (Bldg. 1300)	\$ 4,100,000	August 1, 2011	September 26, 2011

Staff will be at the meeting to present expanded project information/details as well as to answer any questions from the Governing Board.

Government Code: ECS 81641, Public Contract Code 6610, 20651 20111, 20112	Board Policy: 3225	Estimated Fiscal Impact: Measure G Funds \$4,500,000
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**SUPERINTENDENT'S RECOMMENDATION:**       APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

David V. Froehlich  
Director of Facilities  


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**PRESENTER'S NAME**  
  
4000 Suisun Valley Road  
Fairfield, CA 94534  


---

**ADDRESS**  
  
(707) 864-7176  


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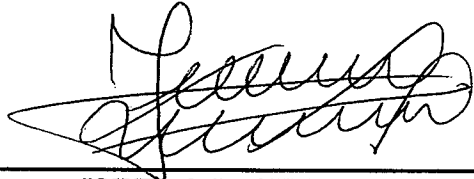
**TELEPHONE NUMBER**  
  
Facilities  


---

**ORGANIZATION**  
  
July 8, 2011  


---

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**


---

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

July 8, 2011  


---

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** FIRST READING OF PROPOSED ACADEMIC  
CALENDAR FOR 2012-2013  
**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

The proposed Academic Calendar for 2012-2013, copy of which is attached, has been recommended by the Academic Calendar Advisory Committee, and has received the endorsement of the Community College Association/California Teachers Association/National Education Association (CCA/CTA/NEA) bargaining unit in accordance with the collective bargaining agreement. The proposed calendar has also been reviewed by the Superintendent-President's Cabinet, with recommendation to move forward as presented.

*Government Code: Board Policy: 6500 Estimated Fiscal Impact: \$ N/A*  
*California Education Code, Section 70902(b)(12)*

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

J. Arturo Reyes  
Executive Vice President  
Academic and Student Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7102

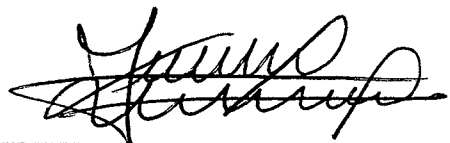
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

Solano Community College  
2012-2013 Academic Calendar  
(Proposed)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
28 Memorial	29 Beg 10 wks	30	31	Jun-01	2	3
4	5	6	7	8	9	10
11 Beg 8 wks	12	13 Beg 6 wks	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	Jul-01
2	3	4 Holiday	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25 End 6 wks	26	27	28	29
30	31	Aug-01	2 End 8/10 wks	3	4	5
6	7	8	9 Req Flex	10 Req Flex	11	12
13 Beg Fall	14	15	16	17	18 Beg Sat Class	19 Beg Sun Class
20	21	22	23	24	25	26
27	28	29	30	31	Sep-01 No Sat	2 No Sun Class
3 Labor Day	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	29	30
Oct-01	2	3	4	5	6	7
8	9	10	11	12 Opt Flex	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	Nov-01	2	3	4
5	6	7	8	9	10	11 Veterans Day
12 Veterans(obs)	13	14	15	16	17	18
19 Opt Flex	20 Opt Flex	21 SCA Holiday	22 Thanksgiving	23 Holiday	24 Holiday	25 Holiday
26	27	28	29	30	Dec-01	2
3	4	5	6	7	8	9
10	11 D/E Final	12 D/E Final	13 D/E Final	14 D/E Final	15 Sat Final	16 Sun Final
17 Day Final / End Fall	18	19	20	21	22	23
24	25 Christmas	26	27	28	29	30
31	Jan-01-13	2	3	4	5	6
7	8	9	10 Req Flex	11 Req Flex	12	13
14 Beg Spring	15	16	17	18	19 Beg Sat Class	20 Beg Sun Class
21 MLK Holiday	22	23	24	25	26	27
28	29	30	31	Feb-01	2	3
4	5	6	7	8	9	10
11	12	13	14 Opt Flex	15 Lincoln(obs)	16 No Sat Class	17 No Sun Class
18 Washington's	19 Req Flex	20	21	22	23	24
25	26	27	28	Mar-01	2	3
4	5	6	7	8	9	10
11	12	13 Req Flex	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31 Easter No Class
Apr-01 Spring Break	2 Spring Break	3 Spring Break	4 Spring Break	5 Spring Break	6 No Sat Class	7 Sun -resume
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	May-01	2	3	4	5
6	7	8	9	10	11	12
13	14	15 Eve Final	16 D/E Final	17 D/E Final	18 Sat Final	19 Sun Final
20 D/E Final	21 D/E Final	22 Day Final/ Graduation	23	24	25	26
27 Memorial	28	29	30	31	Jun-01	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23

Solano Community College  
2012-2013 Academic Calendar  
(Proposed)

<b>FALL 2012</b>		<b>SPRING 2013</b>	
Flex Days	5	Flex Days	5
Instructional Days	78	Instructional Days	77
Finals	5	Finals	5
<b>Total Days</b>	<b>88</b>	<b>Total Days</b>	<b>87</b>
Day Finals	12/11-12/17	Day Finals	5/15-5/22
Evening Finals	12/11-12/17	Evening Finals	5/14-5/21
Sat/Sun Finals	12/18-12/19	Sat/Sun Finals	5/18-5/19
		Graduation	May-22
<b>Number of Lab/Night Class Meetings</b>		<b>Number of Lab/Night Class Meetings</b>	
Mondays	15/15	Mondays	15/15
Tuesdays	16/16	Tuesdays	16/16
Wednesdays	16/16	Wednesdays	16/15
Thursdays	16/16	Thursdays	15/15
Fridays	15/15	Fridays	15/15
Finals	5	Finals	5
Flex Days	5	Flex Days	5
<b>Total Days</b>	<b>88</b>	<b>Total Days</b>	<b>87</b>
Saturdays	15	Saturdays	15
Sundays	14	Sundays	15

Note 1: Spring break follows Easter per SCFA Contract: If Easter is before April 15, spring break is the week after Easter.

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

**TO: Members of the Governing Board**

**SUBJECT: FIRST READING – REVIEW OF STUDENT SERVICES  
POLICIES, SERIES 5000**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

The Governing Board establishes and regularly reviews broad institutional policies and appropriately delegates responsibility to implement these policies. Student Services has completed a comprehensive review of College policies, procedures, and Community College League of California (CCLC) updates.

Student Services policies are being presented for Governing Board information. Student Services procedures are being presented to the Governing Board for information only.

The policies and procedures are provided under separate cover and copies are available in the Offices of the Superintendent-President and the Executive Vice President of Academic and Student Affairs.

*Government Code: Board Policy: 5000 Series Estimated Fiscal Impact: \$ N/A*

**SUPERINTENDENT'S RECOMMENDATION:**

APPROVAL       DISAPPROVAL  
 NOT REQUIRED       TABLE

J Arturo Reyes  
Executive Vice President  
Academic and Student Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
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**ADDRESS**

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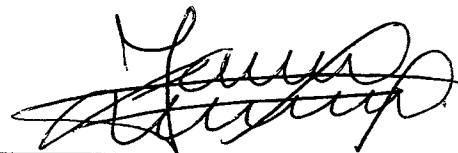
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

July 8, 2011

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

July 8, 2011

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Solano Community College District  
Student Services  
Board Policies Review**

<b>Current Board Policy #</b>	<b>Last Board Approval/ Review Date</b>	<b>Title</b>	<b>Policy Status</b>	<b>Procedure Status</b>
5000	1-Nov-06	Definition of a Solano Community College Student	Reviewed-no changes	Not needed
5010	1-Nov-06	Admissions Eligibility	Revised	Revised
5020	21-Mar-07	Student Attendance and Participation Requirements	Revised	Not needed
5030	20-Jun-01	Special Admission of K-12 Students	Revised	Revised
5055	16-Apr-08	Enrollment Priorities	Reviewed-no changes	Revised
5060	7-Feb-01	Residency Determination	Reviewed-no changes	Revised
5070	1-Nov-06	Non-Resident Tuition	Revised	Not needed
5080	1-Nov-06	Fees	Revised	Revised
5085	11-Oct-06	Withholding of Student Records	Reviewed-no changes	Reviewed-no changes
5100	11-Oct-06	Standards for Probation and Disqualification	Reviewed-no changes	Revised
5110	7-Apr-04	Academic Renewal	Revised	Reviewed-no changes
5120	21-Mar-07	Articulation	Reviewed-no changes	Not needed
5140	1-Nov-06	Release of Student Information	Deleted	Deleted
5150	7-Feb-01	Student Records Retention and Destruction	Revised	Revised
5160	1-Nov-06	Directory Information	Revised	Not needed
5170	7-Feb-01	Access to Student Information (Court Order Compliance)	Reviewed-no changes	Not needed
5180	7-Feb-91	Degrees and Certificates of Achievement	Reviewed-no changes	Not needed
5190	7-Feb-01	Course Attendance Accounting	Reviewed-no changes	Not needed
5200	7-Feb-01	Academic Council	Reviewed-no changes	Revised
5210	1-Nov-06	Matriculation	Reviewed-no changes	Revised
5300	1-Nov-06	Student Conduct and Discipline	Revised	Revised
5310	7-Feb-01	Lost or Damaged Property	Reviewed-no changes	Not needed
5320	7-Feb-01	Hazing	Reviewed-no changes	Not needed
5330	3-Dec-06	Paging	Deleted	Not needed



**Solano Community College District  
Student Services  
Board Policies Review**

<b>Current Board Policy #</b>	<b>Last Board Approval/ Review Date</b>	<b>Title</b>	<b>Policy Status</b>	<b>Procedure Status</b>
5340	1-Nov-06	Transfer Center	Revised	Revised
5345	1-Nov-06	Counseling	Reviewed-no changes	Not needed
5350	7-Feb-01	Student Grievance (Non Civil Rights)	Reviewed-no changes	Reviewed-no changes
5355	1-Nov-06	Student Equity	Reviewed-no changes	Reviewed-no changes
5360	1-Nov-06	Equal Opportunity for Students	Reviewed-no changes	Not needed
5365	1-Nov-06	Disabled Student Services and Programs	Reviewed-no changes	Revised
5370	7-Feb-01	Communicable Disease Control	Reviewed-no changes	Not needed
5380	7-Feb-01	Laboratory use Regulations	Reviewed-no changes	Not needed
5390	7-Feb-01	Prohibited Use of Electronic Listening or Recording Devices	Reviewed-no changes	Not needed
5415	7-Feb-01	Student Health Fee	Reviewed - no changes	New
5420	24-Apr-06	Student Athletic Insurance	Reviewed-no changes	Not needed
5430	1-Nov-06	Extended Opportunity Program and Services	Reviewed-no changes	Reviewed-no changes
5440	1-Nov-06	Financial Aid	Reviewed-no changes	Reviewed-no changes
5500	1-Nov-06	Student Government	Reviewed-no changes	New
5505	1-Nov-06	Associated Student Elections	Reviewed-no changes	Reviewed-no changes
5510	1-Feb-01	Student Clubs and Organizations	Reviewed-no changes	Not needed
5515	1-Nov-06	Associated Students Finance	Reviewed-no changes	Not needed
5520	24-Apr-06	Club Advisors	Reviewed - no changes	Not needed
5530	24-Apr-06	Student Political Organizations	Reviewed-no changes	Not needed
5540	24-Apr-06	Petitions	Reviewed - no changes	Not needed
5550	24-Apr-06	Off-Campus Student Activities	Reviewed - no changes	Not needed
5560	24-Apr-06	Transportation For Off-Campus Activities	Reviewed - no changes	Not needed
5580	1-Nov-06	Speech, Time, Place and Manner	Revised	Revised
5590	24-Apr-06	Management of Student Funds	Deleted	None

**Solano Community College District  
Student Services  
Board Policies Review**

<b>Current Board Policy #</b>	<b>Last Board Approval/ Review Date</b>	<b>Title</b>	<b>Policy Status</b>	<b>Procedure Status</b>
5600	24-Apr-06	Commercial Advertising and Electronic Media	Reviewed-no changes	Not needed
5610	24-Apr-06	On-Campus Sales and Solicitations	Reviewed-no changes	Not needed
5620	24-Apr-06	Distribution of Off-Campus Publications	Reviewed - no changes	Not needed
5630	24-Apr-06	Vending Machines	Reviewed-no changes	Not needed
5640	24-Apr-06	Intercollegiate Athletics	Reviewed-no changes	Not needed
5650	24-Apr-06	Intercollegiate Athletics Funding	Reviewed-no changes	Not needed
5660	24-Apr-06	Student Health Services	Reviewed-no changes	Not needed
5670	24-Apr-06	Student Credit Card Solicitations	Reviewed-no changes	Reviewed-no changes
5680	24-Apr-06	Student Use of Campus Facilities	Deleted	None
5690	24-Apr-06	Sponsors (Chaperons)	Reviewed-no changes	Not needed
5700	24-Apr-06	Student Activities Transcript	Reviewed-no changes	New
5710	24-Apr-06	Students Helping Students Fee	Reviewed-no changes	Reviewed-no changes
5800	NEW	Prevention of Identify Theft in Student Financial Transactions	New	New

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: DRAFT 2011 ACCREDITATION SELF-STUDY REPORT  
REQUESTED ACTION: INFORMATION

SUMMARY:

Ms. Tracy Schneider, Accreditation Coordinator, will present to the Board for information the Draft 2011 Accreditation Self-Study Report, a collaborative effort by administration, faculty, staff, and students.

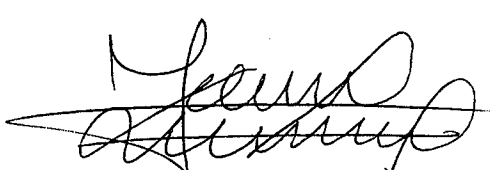
A copy of the Self-Study Report has been made available under separate cover and may be reviewed in the Office of the Superintendent-President and the Office of the Accreditation Liaison Officer.

This item will return to the Board for approval at the August 3, 2011, Board Study Session.

Government Code: Board Policy: 2070 Estimated Fiscal Impact: \$ N/A  
CEO 2011-2012 GOALS – Prepare Accreditation Report

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Tracy Schneider  
Accreditation Coordinator  
\_\_\_\_\_  
PRESENTER'S NAME  
  
400 Suisun Valley Road  
Fairfield, CA 94534  
\_\_\_\_\_  
ADDRESS  
  
707-864-4302  
\_\_\_\_\_  
TELEPHONE NUMBER  
  
Academic and Student Affairs  
\_\_\_\_\_  
ORGANIZATION  
  
July 8, 2011  
\_\_\_\_\_  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

  
\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President  
  
July 8, 2011  
\_\_\_\_\_  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: DRAFT PROPOSED RESOLUTION DIRECTING THE  
SOLANO COMMUNITY COLLEGE DISTRICT TO  
EXPLORE OPPORTUNITIES FOR COLLABORATION

REQUESTED ACTION: INFORMATION

SUMMARY:

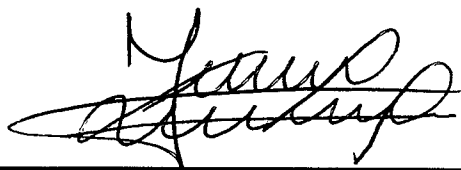
At the Interagency Committee Meeting held June 27, 2011, in the Vallejo City Manager's Conference Room, there was general discussion of areas where collaboration might benefit agencies with respect to sharing buildings and grounds, vehicle maintenance, administrative services such as Information Technology and Human Resources, together with other opportunities, and committing staff resources in this effort. There was general agreement that staff from each agency needs to meet to further explore opportunities and come up with recommendations.

Members of the Interagency Committee reviewed the draft resolution and made recommendations to include agencies and businesses in Vallejo to participate. It was moved by Vice President Young and seconded by Trustee Keith and approved by unanimous vote of the members present of the Interagency Committee to present the draft resolution to agency members and staff and that each agency present this resolution to its board for consideration during the month of July.

Government Code: Board Policy: Estimated Fiscal Impact: \$ Unknown  
CEO GOAL 2011-2012 – Ensure Fiscal Stability of the District

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

Jowel C. Laguerre, Ph.D.  
Superintendent-President  
PRESENTER'S NAME  
4000 Suisun Valley Road  
Fairfield, CA 94534  
ADDRESS  
707 864-7112  
TELEPHONE NUMBER  
Administration  
ORGANIZATION  
July 8, 2011  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

  
JOWEL C. LAGUERRE, Ph.D.  
Superintendent-President  
July 8, 2011  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

# DRAFT

## SOLANO COMMUNITY COLLEGE DISTRICT

### RESOLUTION NO. 11/12-XX

**DIRECTING THE *(Solano Community College District)* TO EXPLORE OPPORTUNITIES FOR COLLABORATION AND SHARED USE OF FACILITIES, EQUIPMENT AND SERVICES WITH THE GREATER VALLEJO RECREATION DISTRICT, THE VALLEJO CITY UNIFIED SCHOOL DISTRICT, THE SOLANO COUNTY LIBRARY, AND THE VALLEJO SANITATION AND FLOOD CONTROL DISTRICT**

**WHEREAS**, Local government agencies continue to struggle with diminishing resources, both fiscal and human, in providing to the constituents;

**WHEREAS**, Local government agencies need to come up with innovative methods of providing services while at the same time reducing expenses;

**WHEREAS**, The City of Vallejo, the Greater Vallejo Recreation District (“GVRD”), the Vallejo City Unified School District (“VCUSD”), the Solano Community College District, the Solano County Library, and the Vallejo Sanitation and Flood Control District (“VSFCD”) recognize that there may be areas of common interest and duplication of services within these agencies;

**WHEREAS**, These agencies each maintain their own buildings, properties, vehicles, equipment, and provide administrative support services such as Human Resources and Information Technology (IT) services and that these costs are duplicated by each agency; and

**WHEREAS**, The City of Vallejo, the Greater Vallejo Recreation District, the Vallejo City Unified School District, the Solano Community College District, the Solano County Library, and the Vallejo Sanitation and Flood Control District (“VSFCD”) would like to explore opportunities for collaboration and shared use of facilities, equipment, and services in an effort to reduce costs and maintain service levels.

**NOW, THEREFORE, BE IT RESOLVED**, That the Solano Community College District Governing Board directs the Superintendent-President to appoint a staff representative to explore and work with staff from each agency to implement shared use of services, facilities, property, and equipment that would either: (1) reduce cost; (2) increase or maintain service levels that might otherwise be at risk due to diminishing resources; or (3) provide efficiencies.

**BE IT FURTHER RESOLVED**, That staff should provide a report to the Governing Board on its progress, including any recommendations requiring Governing Board action by October 1, 2011.

**SOLANO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION NO. 11/12-XX**

**DIRECTING THE *(Solano Community College District)* TO EXPLORE OPPORTUNITITES FOR COLLABORATION AND SHARED USE OF FACILITIES, EQUIPMENT AND SERVICES WITH THE GREATER VALLEJO RECREATION DISTRICT, THE VALLEJO CITY UNIFIED SCHOOL DISTRICT, THE SOLANO COUNTY LIBRARY, AND THE VALLEJO SANITATION AND FLOOD CONTROL DISTRICT**

**(Continuing – Page 2)**

**ADOPTED**, By the Solano Community College District Governing Board at a regular meeting held on \_\_\_\_ Day of \_\_\_\_\_ 2011 \_\_\_\_\_ by the following roll call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

REQUESTED ACTION: INFORMATION

SUMMARY:

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

The Accreditation Leadership Subcommittee will present for information the results of the second quarter "How Do We Rate Checklist" summary for April, May, and June 2011. 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: 1016 Estimated Fiscal Impact: \$ N/A*  
**BOT GOAL 2011-2012 – Support Board Development**  
**ACCJC Recommendation #8**

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

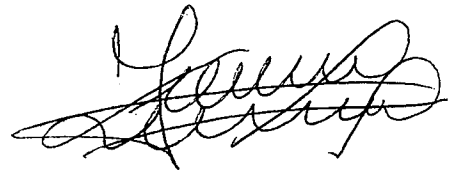
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
\_\_\_\_\_  
PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534  
\_\_\_\_\_  
ADDRESS

707 864-7112  
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TELEPHONE NUMBER

Administration  
\_\_\_\_\_  
ORGANIZATION

July 8, 2011  
\_\_\_\_\_  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

July 8, 2011  
\_\_\_\_\_  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

Name (Optional) SIX ELECTED PARTICIPANTS

Date July 20, 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) \_\_\_\_\_ (April/May/June) July 20, 2011  
 (January/February/March) \_\_\_\_\_ (July/August/September) \_\_\_\_\_

**INSTRUCTIONS:**

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

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

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



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

**Section D: Please compute your score below.**

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

**TOTAL SCORE** \_\_\_\_\_

6 = **Effective:** 90 or above

**B. Summary**

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

*One Participant Commented: Improved communication with CEO/President.*

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

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

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

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

*Six Participants Commented: Yes*