

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

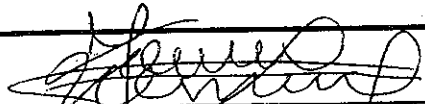
EMPLOYMENT 2011-2012

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Carlene Coury	Basic Skills Instructor	9/22/11 – 12/20/11	\$ 800.00 stipend
Heidi Daugherty	Tutoring Center Specialist Substitute	8/18/11 – 9/30/11	\$ 16.07 hour
Mary David	Administrative Assistant III Substitute Vacaville Center	9/12/11 – 12/31/11	\$ 17.57 hour
Ann Jacobsen	Basic Skills Instructor	9/22/11 – 12/20/11	\$ 800.00 stipend
Sandra Maggy	Children's Programs Specialist Substitute	9/8/11 – 6/30/12	\$ 16.82 hour
Kelly Ryan	Basic Skills Mentoring Basic Skills Instructor	9/22/11 – 12/20/11 9/22/11 – 12/20/11	\$ 250.00 stipend \$ 800.00 stipend
Tracy Schneider	Basic Skills Mentoring	9/22 – 12/20/11	\$ 250.00 stipend
Erika Smith	Cosmetology Lab Assistant Substitute	9/8/11 – 6/30/11	\$ 18.34 hour

Sandra Dillon
Interim, Director of Human Resources

September 9, 2011
Date Submitted



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

September 9, 2011
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

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Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<u>Career Technical Education & Business</u>			
<u>Maire Morinec, Responsible Manager</u>			
<i>Green Grant Program</i>			
Paul Fair	Administer the Alternative and Renewable Fuels and Vehicle Technologies Program (ARFVTP);	9/22/11 – 6/30/12	\$ 1,536.00
	Provide program operations, WIA Core Services;		\$ 10,752.00
	Provide program operations, WIA Intensive Services;		\$ 3,456.00
	Provide program operations, WIA Intensive – Program Management Services; and		\$ 18,000.00
	Training Services		\$ 4,500.00
<u>Small Business Development Center</u>			
<u>Charles Eason, Responsible Manager</u>			
Steve Schneider	Advising to SCC Small Business Development Center, Funding through Program Income	9/22/11 – 12/31/11	\$ 1,600.00
<u>Workforce & Economic Development</u>			
<u>Deborah Mann, Responsible Manager</u>			
Nicole Lezin	Supporting Grant activities in the Office of Workforce & Economic Development	9/21/11 – 12/15/11	\$ 6,460.00

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<i>Foster & Kinship Care Education</i>			
Greg Begin	Workshop Presenter, Teen Issues: Teens & Drugs Today and Supporting Teens through the Holidays	11/8/11	\$ 250.00 total
		12/13/11	\$ 250.00 total
Sherry Currie-Proctor	Work Presenter, Co-present, PRIDE pre-service for Foster & Adoptive Parents; Teen Issues; Roundtable	10/11 – 10/27/11	\$ 720.00 total
	Co-present, PRIDE pre-service for Foster & Adoptive Parents	11/3 – 11/17/11	\$ 540.00 total

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Professional Experts (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<i>Foster & Kinship Care Education</i>			
Deborah Davis	Workshop Presenter, Special Needs & Toddlers	10/5 – 10/7/11	\$ 500.00 total
		11/2 – 11/4/11	\$ 500.00 total
		12/2 – 12/7/11	\$ 500.00 total
Erica Dumin	Workshop Presenter, Co-present & Kinship Support & Information	10/5 – 10/26/11	\$ 540.00 total
		11/9 – 11/16/11	\$ 360.00 total
		12/7 – 12/14/11	\$ 360.00 total
Nancy Pewitt	Workshop Presenter, Co-present & Kinship Support & Information	10/12/11	\$ 180.00 total
		11/9/11	\$ 180.00 total
		12/14/11	\$ 180.00 total
Kerry Pilley	Workshop Presenter, School Issues: Helping Your Child...Most Out of School; Communication and Resources; Positive Discipline: Promoting Caring and Sharing	10/4/11	\$ 180.00 total
		11/1/11	\$ 180.00 total
		12/6/11	\$ 180.00 total
D. MaryAnn Turley	Workshop Presenter, Co-present Kinship Support & Information; PRIDE pre-service for Foster & Adoptive Parents	10/6 – 10/27/11	\$ 1,260.00 total
		11/2 – 11/28/11	\$ 1,440.00 total
		12/5 – 12/14/11	\$ 360.00 total
Noel Vargas	Workshop Presenter, Co-present PRIDE, pre-service for Foster & Adoptive Parents; Kinship Support Information; Teen Issues: Roundable	10/4 – 10/27/11	\$ 1,620.00 total
		11/3 – 11/28/11	\$ 1,440.00 total
		12/5/11	\$ 180.00 total
Tyffany Wanberg	Workshop Presenter, Co-present Kinship Support & Information; PRIDE pre-service for Foster & Adoptive Parents; Family Night: Communication & Social Cues; Family Night: Reducing Holiday Stress Present, Foster Parent College: Childhood Anxiety	10/3 – 10/27/11	\$ 1,800.00 total
		11/2 – 11/28/11	\$ 1,440.00 total
		12/5 – 12/14/11	\$ 720.00 total
Amalia Wiley	Workshop Presenter, Co-present Family Night: Communication & Social Cues; Reducing Holiday Stress; Sharing & Caring	10/21/11	\$ 180.00 total
		11/18/11	\$ 180.00 total
		12/9/11	\$ 180.00 total

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Professional Experts (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Charles Pyle	Guest Speaker, Art 52/54/55	9/29/11	\$ 150.00 total

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
<u>Human Performance & Development</u>		
Athletics	Sally Baldwin	Coach Aquatics
Athletics	Kara Besseghini	Assist Baseball Coach
Athletics	Monica Bustos	Assist Volleyball Coach
Athletics	Bobby Campo	Assist Baseball Coach
Athletics	Sherry Clark	Assist Softball Coach
Athletics	Rachel Crawford	Assist Softball Coach
Athletics	Shane Dowling	Assist Baseball Coach
Athletics	Connilyn Holloway	Assist Women's Basketball
Athletics	Dawna Murphy	Assist Volleyball Coach
Athletics	Edward Wilson	Assist Men's Basketball
Children's Programs	Erin Duane	Parent Advisory Club
<u>Liberal Arts</u>		
Art	Michael Marino	Student Assistant
<u>Science</u>		
	Dorothy Hawkes	Various projects
<u>Student Development</u>		
	Alonzo Brown	Office Assistant

RESIGNATION

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Karen Wanek	Nursing Instructor	10/15/11

**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:

08/02/11	Vendor Payment	11033025	\$ 902.25
08/09/11	Vendor Payment	11033026	763.51
08/09/11	Vendor Payment	11033027-11033260	29,084.28
08/16/11	Vendor Payment	11033261-1103266	7,497.00
08/17/11	Vendor Payment	11033267-11033523	30,979.00
08/17/11	Vendor Payment	11033524-11033555	756,713.68
08/24/11	Vendor Payment	11033556-11033603	303,202.88
08/24/11	Vendor Payment	11033604-11033612	52,069.54
08/24/11	Vendor Payment	11033613-11033614	10,143.53
08/26/11	Vendor Payment	11033615-11033692	155,490.51
09/01/11	Vendor Payment	11033693-11033771	436,400.41
09/01/11	Vendor Payment	11033772-11033781	81,062.16
			<u>\$1,864,308.75</u>

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, Library.

Government Code: Board Policy 3240 Estimated Fiscal Impact: \$1,864,308.75
ECS 70902 & 81656

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

September 9, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

September 9, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF SMALL BUSINESS DEVELOPMENT
CENTER CONSULTANT AND PROFESSIONAL
SERVICES AGREEMENT WITH CITY OF VALLEJO

REQUESTED ACTION: APPROVAL

SUMMARY:

This agenda item is to renew a Consultant and Professional Services Agreement between the Solano College Small Business Development Center (SBDC) and the city of Vallejo. The scope of the Agreement will include the delivery of entrepreneurial training and one-on-one counseling to Vallejo small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration (SBA) funding that the SBDC receives. The amount of the Agreement is \$12,000 for the period July 1, 2011 through June 30, 2012.

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

Government Code: CFR Title 13 Board Policy: 3520 Estimated Fiscal Impact: \$12,000
City of Vallejo SBDC Service Agreement

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
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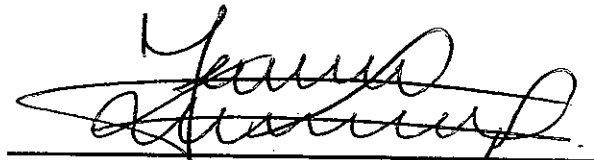
Charles Eason, Director
Small Business Development Center
PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534
ADDRESS

(707) 864-3382
TELEPHONE NUMBER

Academic and Student Affairs
ORGANIZATION

September 9, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

September 9, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this ____ day of _____, 2011, by and between the City of Vallejo, a municipal corporation ("City"), and Solano College Small Business Development Center, a division of the Solano Community College District, hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **Indemnification.** Consultant shall indemnify, defend (with independent counsel approved by the City) ,and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
6. **Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a)

the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of

Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on July 1, 2011, and shall continue in full force and effect until June 30, 2012.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination.

In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed

calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Annette Taylor
Senior Community Development Analyst
Economic Development Division
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant: Charles Eason
Director
Solano College SBDC
360 Campus Lane, Ste. 102
Fairfield, CA 94534

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the

entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of

services under this Agreement for any purpose other than fulfillment of Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

37. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

SOLANO COLLEGE SMALL BUSINESS
DEVELOPMENT CENTER
A Not-for-profit corporation

CITY OF VALLEJO,
A municipal corporation

By: _____
Jowel C. Laguerre, Ph.D.
Superintendent/President
Solano Community College District

By: _____
Phil Batchelor
City Manager

DATE: _____

DATE: _____

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:

Ursula Luna-Reynosa
Economic Development Director

APPROVED AS TO INSURANCE
REQUIREMENTS:

Darrell Handy
Risk Manager

APPROVED AS TO FORM:

Frederick G. Soley
City Attorney

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

TO: Members of the Governing Board

**SUBJECT: 2011-2012 LOCAL AGREEMENT FOR CHILD
DEVELOPMENT TRAINING CONSORTIUM 11-12-2502**

REQUESTED ACTION: APPROVAL

SUMMARY:

The Yosemite Community College District, Child Development Training Consortium, has approved a local agreement for tuition honorariums and a textbook loan program for early childhood education classes at Solano Community College. The maximum reimbursable amount awarded to the District is \$12,500. The District will reimburse students \$20.00 per unit for courses completed with a "C" or above, excluding P.E. or work experience classes that are not child development related.

Sabrina Drake will serve as coordinator for this project. I. Statement of Work B. The contractor will generate up to 500 units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit.

A copy of the agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Director of Children's Programs.

Approval of this agreement is requested at this time.

Government Code: *Board Policy: 3520* *Estimated Fiscal Impact: \$12,500.00*
No cost to District

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

Sabrina Drake, Assistant Director
Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000 ext 4639

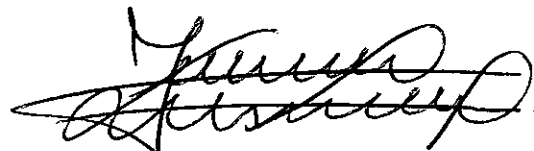
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

September 9, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 9, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**CHILD DEVELOPMENT TRAINING CONSORTIUM
2011-2012 INSTRUCTIONAL AGREEMENT
AGREEMENT NUMBER 11-12 - 2502**

This Agreement is made and entered into this 1st day of September, 2011, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and **Solano Community College District for Solano Community College** hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

I. STATEMENT OF WORK

- A. The CONTRACTOR will designate a Campus Coordinator. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Consortium activities; attend two (2) mandatory YCCD/CDTC sponsored meetings at YCCD/CDTC expense; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

The designated Campus Coordinator is preferably either full-time or adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

- B. The CONTRACTOR will generate up to **500** units of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be completed between July 1, 2011, and June 30, 2012. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
1. Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or child care licensing regulations.
 2. Are degree or certificate applicable.

3. Are offered for credit with the possible exception of remedial courses.
 4. Are transferable whenever possible.
 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Student Profile.
1. Student must be seeking a new or maintaining a currently held Child Development Permit, **AND**
 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten classroom is also acceptable, **AND**
 3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, **AND**
 4. Student must work in the state of California.
 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.
- F. The CONTRACTOR will enroll eligible students according to the following three priorities:

*California Department of Education, Child Development Division (CDE/CDD)
Priorities for Enrollment:*

- | | |
|------------|--|
| Priority 1 | Employees of all direct-funded CDE/CDD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs. |
| Priority 2 | Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services. |
| Priority 3 | Employees of all other programs including center-based and licensed family child care homes. |

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/CDD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/CDD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one family child care provider; one representative of a child care program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local CARES Plus and/or AB212 programs.
 2. The Advisory Committee will meet a minimum of once each semester/term.
 3. Both meetings must be properly documented with agendas and minutes, which must be submitted by specified due dates.
- H. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:
1. Description of eligible students to be served
 2. Special circumstances or unique challenges and characteristics of eligible students
 3. Description of agencies/programs that will benefit
 4. Area strengths
 5. Area needs
 6. Description of most needed courses including topics, times, locations and preferred language of instruction.

- I. The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.
- J. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as *Appendix B – 2011-2012 Required Reports and Time Lines*. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- K. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.
- L. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator, two times per semester. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2011, to and including June 30, 2012. Enrolled units must be completed between July 1, 2011, and June 30, 2012. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2012.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 15, 2011, a 2011-2012 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
 - 1. When planned expenditures in any of the **major expense categories** (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 - 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five (25)%.
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.
- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.

- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed **\$12,500.00**. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2012. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including an original 2011-2012 Student Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than June 30, 2012. A Budget Narrative Form will be required as an addendum to the Final Expenditure Report.

V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Child Development Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Child Development Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.

XII. ACKNOWLEDGMENT

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Child Development Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

IX. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instruction Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement, no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

CONTRACTOR Authorizing Signature:	
Printed Name of Person Signing:	Jowel C. Laguerre, Ph.D.
Title of Person Signing:	Superintendent - President
Date:	

Yosemite Community College District

Authorizing Signature:	
Printed Name of Person Signing:	Teresa Scott
Title of Person Signing:	Executive Vice Chancellor/Fiscal Services, YCCD
Date:	

Attachments for reference: Appendix A - Child Development Permit Matrix
Appendix B - 2011-2012 Required Reports and Time Lines

Return **two Instructional Agreements with original signatures to:**
Child Development Training Consortium
1620 North Carpenter Road, Suite C-16, Modesto, CA 95351
For questions, call (209) 572-6080

For CDTC Use Only:	Date Rcvd: _____	To D.O.: _____	From D.O.: _____	To CONTRACTOR: _____
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Child Development Permit Matrix - with Alternative Qualification Options Indicated

Permit Title	Education Requirement (Option 1 for all permits)	Experience Requirement (Applies to Option 1 Only)	Alternative Qualifications (with option numbers indicated)	Authorization	Five Year Renewal
Assistant (Optional)	Option 1: 6 units of Early Childhood Education (ECE) or Child Development (CD)	None	Option 2: Accredited HERO program (including ROP)	Authorizes the holder to care for and assist in the development and instruction of children in a child care and development program under the supervision of an Associate Teacher, Teacher, Master Teacher, Site Supervisor or Program Director.	105 hours of professional growth*****
Associate Teacher	Option 1: 12 units ECE/CD including core courses**	50 days of 3+ hours per day within 2 years	Option 2: Child Development Associate (CDA) Credential.	Authorizes the holder to provide service in the care, development, and instruction of children in a child care and development program, and supervise an Assistant and an aide.	Must complete 15 additional units toward a Teacher Permit. Must meet Teacher requirements within 10 years.
Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 General Education (GE) units*	175 days of 3+ hours per day within 4 years	Option 2: AA or higher in ECE/CD or related field with 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise an Associate Teacher, Assistant and an aide.	105 hours of professional growth*****
Master Teacher	Option 1: 24 units ECE/CD including core courses** plus 16 GE units* plus 6 specialization units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to provide service in the care, development and instruction of children in a child care and development program, and supervise a Teacher, Associate Teacher, Assistant and an aide. The permit also authorizes the holder to serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Site Supervisor	Option 1: AA (or 60 units) which includes: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	350 days of 3+ hours per day within 4 years including at least 100 days of supervising adults	Option 2: BA or higher (does not have to be in ECE/CD) with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <u>or</u> Option 3: Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <u>or</u> Option 4: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting	Authorizes the holder to supervise a child care and development program operating at a single site; provide service in the care, development, and instruction of children in a child care and development program; and serve as a coordinator of curriculum and staff development.	105 hours of professional growth*****
Program Director	Option 1: BA or higher (does not have to be in ECE/CD) including: • 24 ECE/CD units with core courses** plus 6 administration units plus 2 adult supervision units	One year of Site Supervisor experience	Option 2: Admin. credential *** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting; <u>or</u> Option 3: Teaching credential**** with 12 units of ECE/CD, plus 3 units supervised field experience in ECE/CD setting, plus 6 units administration; <u>or</u> Option 4: Master's Degree in ECE/CD or Child/Human Development	Authorizes the holder to supervise a child care and development program operating in a single site or multiple sites; provide service in the care, development, and instruction of children in a child care and development program; and serve as coordinator of curriculum and staff development.	105 hours of professional growth*****

NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish translation is available.

*One course in each of four general education categories, which are degree applicable: English/Language Arts, Math or Science; Social Sciences; Humanities and/or Fine Arts.
 **Core courses include child/human growth & development; child/family/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of the core areas.
 ***Holders of the Administrative Services Credential may serve as a Site Supervisor or Program Director.
 ****A valid Multiple Subject or a Single Subject in Home Economics.
 *****Professional growth hours must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6080 for assistance in locating an advisor.

Appendix B

Child Development Training Consortium 2011-2012 Required Reports and Time Lines

Report/Documentation	Due Date
Instructional Agreement	As soon as possible
Student Profiles and Transmittal Summary and Detail Sheets AND CDD Confidential Profiles	Summer/Fall '11 Term: October 14, 2011 Winter/Spring '12 Term: March 16, 2012
Student Evaluations (Composite generated online)	Summer/Fall '11 Term: February 17, 2012 Winter/Spring '12 Term: June 30, 2012
2011-2012 Program Budget (submit online)	October 14, 2011
Student Eligibility and Payment Policies	December 9, 2011
Advisory Committee Meeting Documents	Fall '11 Term: February 17, 2012 Spring '12 Term: June 30, 2012
Coordinator Invoice	Summer/Fall '11 Term: February 17, 2012 Winter/Spring '12 Term: June 1, 2012
Child Development Instructional Staff Profiles and Master List (UPDATE ONLINE)	March 16, 2012
Course Offering Matrix of Child Development and CDTC Funded Courses (UPDATE ONLINE)	March 16, 2012
2012-2013 Designation of Campus Coordinator and Agreement Specifications	June 15, 2012
Year-End Report Narrative	June 30, 2012
Final Expenditure Report (submit online) / Final Expenditure Narrative (submit hardcopy)	June 30, 2012

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION HONORING RALPHINE ANDRUS

REQUESTED ACTION: APPROVAL

SUMMARY:

Ralphine Andrus has served the Solano Community College District with distinction since 1983, when she became a Secretary 1 to the Director of Learning Resources.

Ralphine Andrus will retire from her current shared position as Executive Assistant to the Deans of the School of Human Performance and Development and the School of Liberal Arts, effective September 30, 2011, after 28 years of faithful service to the District.

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

<i>Government Code</i>	<i>Board Policy</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> 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

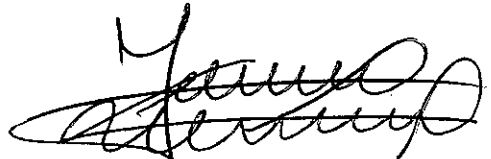
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

September 9, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

September 9, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING

RALPHINE ANDRUS

Whereas, Ralphine Andrus has served the Solano Community College District with distinction since August 1983, when she became a Secretary I to the Director of Learning Resources. In October 1988, Ms. Andrus was promoted to Secretary III in Support Services. Effective August 2005, Ms. Andrus was reclassified as Executive Assistant to the Vice President of Technology and Learning Resources. In January 2010, she was reassigned to the Chief Information Systems Officer; and, in July 2010, to the Dean of Academic Success and Learning Resources;

Whereas, Ralphine Andrus, in addition to her ever-increasing responsibilities at Solano Community College, worked on various projects and committees successfully serving as an advisor to the Asian Pacific Island Student Club, Staff Development Committee, Building 100 Coordinator; spearheaded the Library Commons grand opening, and developed the very first Flex Cal program on campus with assumed related Flex Cal responsibilities until it was reorganized through the Office of Human Resources;

Whereas, Ralphine Andrus served faithfully for over ten years on the Recognition and Retirement Committee, organizing, performing, and without hesitation, wore crazy costumes commemorating the theme;

Whereas, In addition to her regular duties, Ms. Andrus served for five years as CSEA Secretary on the CSEA Executive Board and Administrative Assistant for the Learning Resources Association of California Community Colleges (LRACCC) from 1983 to 1999 and Conference Registration Chair for all national LRACCC conferences during that time;

Whereas, Ralphine Andrus, will retire from her current shared position as Executive Assistant to the Deans of the School of Human Performance and Development and the School of Liberal Arts, effective September 30, 2011, after 28 years of dedicated service to the District; and

Whereas, Ralphine Andrus' support of Solano Community College programs and activities has always been enthusiastic and has earned her the respect of the community, the College staff, faculty, and students; now, therefore be it

Resolved, That Ralphine Andrus will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and extends their best wishes in her well-deserved retirement and future endeavors.

Passed and Adopted, This 21st 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: AGREEMENT BETWEEN SOLANO COMMUNITY
COLLEGE DISTRICT AND COMMUNITY COLLEGE
LEAGUE OF CALIFORNIA (CCLC)**

REQUESTED ACTION: APPROVAL

SUMMARY:

This agreement is made and entered into by and between Solano Community College District (SCCD) "District" and the Community College League of California (CCLC) "League." The District is desirous of utilizing the League's Redistricting program in order to evaluate the needs of the District in regard to its Trustee election process. The League is qualified by experience, knowledge, and materials to assist with the coordination and supervision determining this need. Pursuant to Government Code, Section 53060, the Governing Board of SCCD may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal, or administrative matters.

The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in evaluating its current Trustee electoral process, census data, and the impact that this data has on such processes. Services to be included, but not limited to, are outlined in the agreement under League consultant's services.

The fee structure for the work conducted under this agreement shall not exceed a total of \$35,000. Should the work extend beyond March 1, 2012, this contract may be extended at the discretion of both the District and the League.

Government Code Section 53060 Board Policy 1008 Estimated Fiscal Impact: \$35,000

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

Yulian I. Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7104

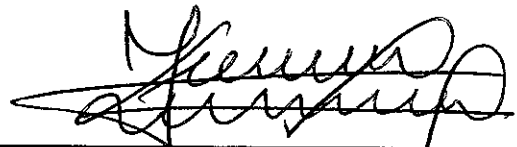
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

September 9, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 9, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT
AND
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA**

This agreement made and entered into by and between Solano Community College District, hereafter referred to as "District," and Community College League of California hereafter referred to as the "League."

WHEREAS, the District is desirous of utilizing the League's Redistricting Program in order to evaluate the needs of the District in regards to its Trustee election process, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the coordination and supervision determining that need, and

WHEREAS, Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and the League, for the considerations hereinafter named, agree as follows:

FIRST: The League agrees to perform the professional, technical and management services hereinafter set forth when and as assigned by the District, and

SECOND: The District agrees to pay the League a fee, together with such other payments and reimbursements as are hereinafter provided.

LEAGUE CONSULTANT'S SERVICES

The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in evaluating their current Trustee electoral process, census data and the impact that this data has on such processes.

Services will include, but may not be limited to, the following:

- Evaluation of existing district lines, residences of board members, population trends and the changes in subgroup concentration throughout the district.
- Presentation to the Board, or selected members of the Board and/or staff for the Consultant to suggest how lines could change and the board giving Consultant their preferences.
- Creation of three sets of new lines based on District input
- Completion of the redistricting process with a final map in appropriate file formats provided to the Board and County Registrar(s)

The League reserves the right to choose the Consultant and change the Consultant if necessary.

FEE STRUCTURE

The fee structure for the work conducted under this Agreement shall not exceed a total of \$35,000. If the work extends beyond March 1, 2012, this contract may be extended at the discretion of both the District and the League.

METHOD OF PAYMENT

The District will be invoiced for these services upon signing of this Agreement. The District may choose to pay in one payment, or may pay in four equal payments.

INDEMNIFICATION

To the extent allowed by law, the League must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any activities in the performance of the Agreement.

The District must agree to have the final maps, recommendations and any other documents examined by legal counsel before final adoption to assure the contents are in compliance with legal requirements, legal advisements, or suggested good practice. The District may utilize legal counsel named under the terms of this Agreement to satisfy this requirement.

EMPLOYEE RELATIONSHIP

The League and Consultant are not employees of the District. It is understood that the Consultant is responsible for his/her actions and that the Consultant is not an employee or servant of the District regardless of the nature or extent of the acts performed by the Consultant. Therefore, since the Consultant has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance pursuant to this Agreement.

CANCELLATION

Either party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, the League shall be paid for authorized services. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant or League.

OWNERSHIP OF DRAWINGS OR REPORTS

Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the League reserves the right to use any documents or data prepared or

collected during the course of this work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

CONSULTANT PERSONAL SERVICES

It is agreed that the District is relying on the personal services of the Consultant and upon his/her technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.

It is further understood and agreed that the Consultant shall not assign nor transfer his/her duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

CONFLICT OF INTEREST

The Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District. Further, the Consultant shall not seek to use his/her position, the information gained thereby, nor any other aspect of the project or his/her relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

TERM OF AGREEMENT

ARTICLE 10:

This Agreement shall be effective when signed by all parties. Services shall commence upon execution of this Agreement.

This Agreement may be amended but only by an instrument in writing signed by all parties.

By: _____
Solano Community College District

Date: _____

By: _____
Kimi Shigetani, Vice President
Community College League of California

Date: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH
BARNES AND NOBLE FOR BOOKSTORE
OUTSOURCING

REQUESTED ACTION: APPROVAL

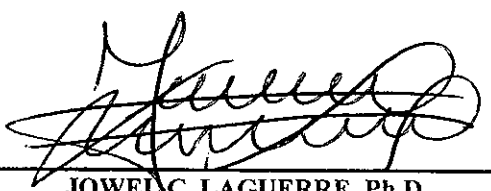
SUMMARY:

At the May 18, 2011, Board meeting, Vice President Ligioso presented information on the proposed outsourcing of bookstore services, then subsequently at its June 15, 2011, Board meeting, submitted the draft request for proposal (RFP) for such bookstore services. The RFP worked out in collaboration with CSEA and bookstore staff was then published and sent out to fifteen (15) potential vendors, with two firms—Follett and Barnes & Noble—eventually tendering proposals. The proposals contained and addressed all items listed in the RFP, and after a thorough review and vetting, Bookstore staff, CSEA, and the VP Ligioso are recommending Solano College enter into an agreement with Barnes & Noble to provide bookstore services.

The proposal provides for reimbursement of existing bookstore staff salaries and benefits, and financial re-numeration to the college as follows: a minimum income guarantee of \$350,000 per year, plus a percentage of net sales; a \$200,000 sign on bonus; \$25,000 toward facilities upgrades; \$50,000 for a new point of sale system; \$15,000 in scholarships for ASSC. Board approval is requested to have VP Ligioso proceed with negotiating and executing a five-year agreement for bookstore services with Barnes & Noble.

Estimated fiscal impact of bookstore services outsourcing: \$350,000 to \$450,000 per year in additional revenues to Solano College.

Government Code: N/A Board Policy: 3220 Estimated Fiscal Impact of Polling Services: \$350,000 to \$450,000

SUPERINTENDENT'S RECOMMENDATION:	<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
	<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Yulian I. Ligioso, Vice President Finance & Administration	 JOWEL C. LAGUERRE, Ph.D. Superintendent-President	
PRESENTER'S NAME		
4000 Suisun Valley Road Fairfield, CA 94534		
ADDRESS		
707-864-7209		
TELEPHONE NUMBER		
Finance & Administration	September 9, 2011	
ORGANIZATION	DATE APPROVED BY	
September 9, 2011	SUPERINTENDENT-PRESIDENT	
DATE SUBMITTED TO		
SUPERINTENDENT-PRESIDENT		

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

TO: Members of the Governing Board
SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH BOND
COUNSEL AND CAMPAIGN CONSULTING FIRMS
REQUESTED ACTION: APPROVAL

SUMMARY:

At the July 20, 2011, Board Meeting, the Trustees approved and authorized the process to solicit proposals for Bond Counsel and Campaign Consulting Firms.

After an extensive review process, Staff recommends the District engage the services of the bond counsel firm Strandling, Yocca, Carlson & Rauth for 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. Please note that fees are contingent upon successful passage of the bond.

Staff further recommends the District also engage the services of the campaign consulting firm Lew Edwards Group to advise the District through the information phase of the process prior to Board resolution authorizing placement on the ballot. Lew Edwards Group would work with District staff to develop effective public relations and communication strategies.

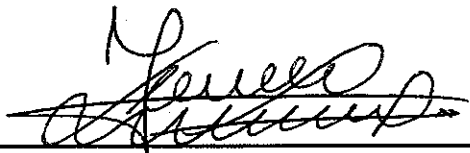
Board approval is requested to have VP Ligioso proceed with negotiating and executing agreements with both firms.

*Government Code: N/A Board Policy: 3220 Estimated Fiscal Impact of Campaign Strategist:
\$49,500.00 to be paid out of redevelopment 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
Finance & Administration
ORGANIZATION
September 9, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

September 9, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: FIVE-YEAR NETWORK SUPPORT CONTRACT
REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Technology Services & Support is requesting approval to enter into a five-year agreement for support of our network equipment. This agreement is arranged through Cisco Systems, with Key Government Finance, Inc., at zero interest and provides for reduced annual payments at a fixed annual rate for the five-year term of the agreement; thus, allowing the District to not only save money on support costs but know what our cost will be for the existing network hardware and software for the next five years in exchange for the five-year commitment.

It is estimated this contract will save the District approximately \$4,070.57 per year or \$20,352.85 over the five-year term of the agreement for currently covered hardware and software. Credit will be provided for equipment that goes off support and can be applied to new equipment added to the support contract over the course of the agreement.

Government Code: Board Policy: Estimated Fiscal Impact: \$19,448.60 2011-16 General Fund

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

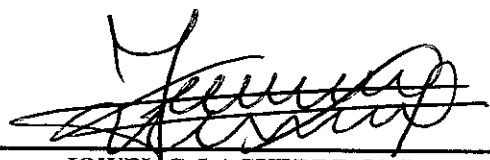
James Ennis, Director
Technology Services & Support
PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707-864-7104
TELEPHONE NUMBER

Information Systems
ORGANIZATION

September 9, 2011
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT


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

September 9, 2011
DATE APPROVED BY SUPERINTENDENT-PRESIDENT

Payment Plan Agreement, Dated 9/21/2011

Accepted by Seller:
Key Government Finance, Inc. ("Seller") 1000 South McCaslin Blvd. Superior, CO 80027
By:
Name:
Title:

Agreed to by Purchaser:
Solano Community College District ("Purchaser") 4000 Suisun Valley Road Fairfield, CA, 94534
By:
Name:
Title:

AGREEMENT: Purchaser has entered into that certain Quote #20110416sol-v6 dated 8/30/2011 (the "Services Contract"), with ExtraTeam (the "Vendor") for certain services set forth therein (the "Services") to be provided by Cisco Systems, Inc. ("Cisco") and said Services Contract provides a fixed pricing for multiple years of such Services should the Purchaser pay or cause to be paid to Cisco for multiple years of Services at the start of the Services Contract (the "Multi-Year Service Payment"). Seller agrees to assist Purchaser by making the Multi-Year Service Payment in return for Purchaser's entering into this Payment Plan Agreement, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Schedule. This Payment Plan Agreement together with the Schedule shall be defined as the Agreement.

TERM: The Term of this Agreement shall begin on the commencement date set forth in the Schedule to this Payment Plan Agreement and shall terminate upon payment of the final Installment Payment set forth in the Schedule, unless terminated sooner pursuant to this Agreement of the Schedule.

INSTALLMENT PAYMENTS: Purchaser shall promptly pay Installment Payments in the amounts, and on the dates specified, in the Schedule.

NO OFFSET: SUBJECT TO THE PARAGRAPH ENTITLED "NONAPPROPRIATION" HEREIN, THE OBLIGATIONS OF CUSTOMER TO PAY THE INSTALLMENT PAYMENTS DUE UNDER THE SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY FOR WHICH THE SERVICES ARE BEING PROVIDED OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT PURCHASER'S RIGHTS OR ACTIONS AGAINST CISCO OR THE VENDOR. Purchaser shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Services.

LATE CHARGES: Should Purchaser fail to duly pay any part of any Installment Payment or other sum to be paid to Seller under this Agreement on the date on which such amount is due hereunder, then Purchaser shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

INSURANCE FOR PROPERTY RELATED TO SERVICES: At all times during the Term, Purchaser shall, at Purchaser's own cost and expense, cause casualty and property damage insurance to be carried and maintained (or shall provide Seller with a certificate stating that adequate self-insurance has been provided) with respect to the property for which the Services are being provided (the "Maintained Property"), sufficient to protect the full replacement value of such Maintained Property. Purchaser shall furnish to Seller certificates evidencing such coverage throughout the Term.

TAXES: (a) To the extent applicable, Purchaser shall timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines, or penalties whatsoever, whether payable by Seller or Purchaser, on or relating to the Installment Payments or Services, or the use, ownership or operation thereof, and on or relating to this Agreement; excluding, however, Seller's net income taxes. Applicable sales and use taxes shall be paid with the Installment Payments unless Purchaser provides evidence of direct payment authority or an exemption certificate valid in the state where the Services are provided.

(b) Purchaser agrees that it will not list or report any Services for property tax purposes unless otherwise directed in writing by Seller. Upon receipt of any property tax bill pertaining to the Services from the appropriate taxing authority, Seller will pay such tax and invoice Purchaser for the expense. Purchaser will reimburse Seller for such expense on the next Installment Payment date. Purchaser shall be responsible for claiming or obtaining any exemption from property taxes to which Purchaser may be entitled under applicable law, and for informing Purchaser of any such exemption.

REPRESENTATIONS AND WARRANTIES OF PURCHASER: Purchaser hereby represents and warrants to Seller that: (a) Purchaser is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Purchaser is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Purchaser has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Seller, is attached hereto), to execute and deliver the Services Contract and this Agreement and to carry out its obligations thereunder and hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Services Contract and this Agreement. (d) The Maintained Property and the Services will be used by Purchaser only for essential governmental or proprietary functions of Purchaser consistent with the scope of Purchaser's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Purchaser's need for the Services is not expected to diminish during the term of the Agreement. (e) Purchaser has funds available to pay Installment Payments until the end of its current appropriation period and Purchaser covenants to include all Installment Payments due under the Schedule in its preliminary annual budget for submission to the governing body of the Purchaser. (f) The Purchaser shall comply at all times with all applicable requirements of the Code. The Purchaser shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Purchaser's exact legal name is as set forth on the first page of this Agreement. Purchaser will not change its legal name in any respect without giving thirty (30) days prior written notice to Seller.

INDEMNIFICATION: To the extent permitted by law, Purchaser shall indemnify and save Seller harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) any breach or default on the part of Purchaser in the performance of any of its obligations under this Agreement or the Services Contract, or (b) any act of negligence of Purchaser, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Services, (c) the acquisition, delivery, and acceptance of the Services. No indemnification will be made for negligence or breach of duty under this Agreement by Seller, its directors, officers, agents, employees, successors, or assignees. Purchaser's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

ASSIGNMENT BY PURCHASER: Without Seller's prior written consent, Purchaser may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Services, this Agreement or any interest therein. Purchaser agrees not to take any action with respect to the Maintained Property that would eliminate the need for the Services during the Term; provided that in the event of a Nonappropriation, as hereinafter defined, this restriction shall not apply.

ASSIGNMENT BY SELLER: Seller may assign, sell or encumber all or any part of this Agreement, the Installment Payments and any other rights or interests of Seller hereunder.

NONAPPROPRIATION: If sufficient funds are not appropriated to make Installment Payments under this Agreement, this Agreement shall terminate and Purchaser shall not be obligated to make Installment Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Purchaser shall, no later than the end of the fiscal year for which Installment Payments have been appropriated, cease receiving Services. If Purchaser fails to cease receiving Services, the termination shall nevertheless be effective but Purchaser shall be responsible for the payment of damages in an amount equal to the portion of Installment Payments thereafter coming due that is attributable to the number of days after the termination during which the Purchaser fails to cease receiving Services and for any other loss suffered by Seller as a result of Purchaser's failure to cease receiving Services as required. Purchaser shall notify Seller in writing within seven (7) days after the failure of the Purchaser to appropriate funds sufficient for the payment of the Installment Payments, but failure to provide such notice shall not operate to extend the term of this Agreement or result in any liability to Purchaser.

EVENTS OF DEFAULT: Purchaser shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Seller in writing: (a) Default by Purchaser in payment of any Installment Payment or any other indebtedness or obligation now or hereafter owed by Purchaser to Seller under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Seller to Purchaser, or (b) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished, or (c) dissolution, termination of existence, discontinuance of the Purchaser, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Purchaser, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Purchaser.

REMEDIES OF SELLER: Upon the occurrence of any Event of Default and at any time thereafter, Seller may, without any further notice, exercise one or more of the following remedies as Seller in its sole discretion shall elect: (a) terminate the Agreement and all of Purchaser's rights hereunder as to any or all items of Services, including notifying Cisco to cease providing the Services to Purchaser, which shall be binding on Cisco and the Purchaser; (b) proceed by appropriate court action or actions to enforce performance by Purchaser of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Seller at law or in equity or otherwise; (c) declare all unpaid Installment Payments and other sums payable hereunder during the current fiscal year of the Term to be immediately due and payable without any presentment, demand or protest and/or take any and all actions to which Seller shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Seller is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Purchaser agrees to pay to Seller or reimburse Seller for, in addition to all other amounts due hereunder, all of Seller's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Purchaser and Seller hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Seller or Purchaser at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Schedule executed by Seller and Purchaser constitute the entire agreement between Seller and Purchaser with respect to the Services and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the state in which Purchaser is located. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Purchaser and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Schedule to Payment Plan Agreement

This **Schedule** is entered into pursuant to Payment Plan Agreement dated as of 9/21/2011 between Seller and Purchaser.

1. Interpretation. The terms and conditions of the Payment Plan Agreement (the "Agreement") are incorporated herein.
2. Services Description. The Services subject to this Schedule are described in Exhibit A, attached hereto.
3. Term and Payments. Term and installment Payments are per the table below. Purchaser shall have the option to prepay the Installment Payments due under this Schedule by paying the Concluding Balance shown in the table below, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
4. Expiration. Seller, at its sole determination, may choose not to accept this Schedule if the fully executed, original Agreement (including this Schedule and all ancillary documents) are not received by Seller at its place of business by 9/29/11.
5. Multi-Year Services Payment. The Multi-Year Services Payment to Cisco Systems, Inc., shall be \$97,243.00.
6. Opinion of Counsel. Purchaser has provided the opinion of its legal counsel substantially in the form as attached as Exhibit B, hereto.
7. Commencement Date: 9/21/2011

Payment No.	Payment Due Date	Installment Payment	Concluding Balance (with Installment Payment on Due Date)
1	21-Sep-2011	19,448.60	69,413.19
2	21-Sep-2012	19,448.60	53,545.93
3	21-Sep-2013	19,448.60	36,726.62
4	21-Sep-2014	19,448.60	18,898.16
5	21-Sep-2015	19,448.60	0.00

IN WITNESS WHEREOF, Seller and Purchaser have caused this Schedule to be executed in their names by their duly authorized representatives.

Seller: Key Government Finance, Inc.
By:
Name:
Title:

Purchaser: Solano Community College District
By:
Name:
Title:

Attest By:
Name:
Title:

EXHIBIT A

Services Description

The Services are as set forth in that certain Quote #20110416sol-v6, dated 8/30/11 (the "Services Contract"), between Purchaser and ExtraTeam.

EXHIBIT B

Purchaser's Counsel's Opinion

[To be provided on letterhead of Purchaser's counsel.]

[Address to Seller and Purchaser]

RE: Payment Plan Agreement between Key Government Finance, Inc. and Solano Community College District ("Purchaser"), in connection with the Payment Plan Agreement, and Schedule dated as of 9/21/2011, between Solano Community College District, as Purchaser, and Key Government Finance, Inc., as Seller, and any amendment or addendum thereto, if any (the "Payment Plan Agreement"), and the Services Contract, as such term is defined in the Payment Plan Agreement, between Vendor and Purchaser (together, the Payment Plan Agreement and Services Contract being referred to herein as, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Purchaser is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Purchaser has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. All proceedings of Purchaser and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

4. The Agreement has been duly executed and delivered by Purchaser and constitutes a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Purchaser, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Purchaser to execute the Agreement, or the validity of the Agreement, or the payment of principal or interest on, the Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Seller, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Schedule.

Very truly yours,

By: _____

EXHIBIT C

Purchaser's Certificate

Re: Payment Plan Agreement, Key Government Finance, Inc. and Solano Community College District.

The undersigned, being the duly elected, qualified and acting _____ of the Solano Community College District ("Purchaser") do hereby certify, as of 9/21/2011, as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Payment Plan Agreement (the "Agreement") by the following named representative of Purchaser, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Purchaser held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Purchaser at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Purchaser relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Purchaser; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Purchaser, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to this Agreement.

5. The acquisition of the Services, under the Agreement, has been duly authorized by the governing body of Purchaser.

6. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Purchaser in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Purchaser to execute the Agreement, or the validity of the Agreement, or the payment of principal or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

Solano Community College District
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

BILL TO ADDRESS:

BILLING CONTACT:

First, M.I. and Last Name:

Title:

Phone Number:

Fax Number:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO _____

Purchase Order Number:

FEDERAL TAX ID NUMBER:

ADDITIONAL INFORMATION NEEDED ON INVOICE:

INVOICE



Key Government Finance, Inc.
 1000 S. McCaslin Blvd.
 Superior CO 80027

Bill to: Solano Community College District Barbara Cappel 4000 Suisun Valley Road Fairfield, CA 94534	Invoice No.	Solano CCD -01
	Invoice Date:	9/13/11
	Payment Plan No.	TBD
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
	Reference:	

Qty	Item	Description	Total
1	Installment Payment	Payment due with executed documents	\$19,448.60
		Tax	
		Balance Due	\$19,448.60

Please remit funds to:
 Key Government Finance, Inc.
 Attn: Janice Thoman
 1000 S. McCaslin Blvd.
 Superior, CO 80027

Contact Phone: 720-304-1636

REMITTANCE INFORMATION	
Date:	
Amount Due:	
Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc.
 - 2) Return a copy of this invoice with your payment.
 - 3) Keep a copy of this invoice for your records.
 - 4) Direct all inquiries to the contact listed above.

Comments:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: 2013-2017 FIVE-YEAR CONSTRUCTION PLAN (2013-2014
FIRST FUNDING YEAR)
REQUESTED ACTION: INFORMATION

SUMMARY:

The Five-Year Construction Plan is a working/planning document in the State Chancellor's FUSION computer system that is required to be updated, signed and re-submitted to the Office of the Chancellor, California Community Colleges this time each year.

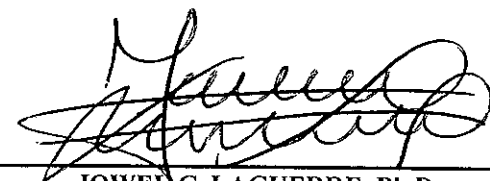
The District input was electronically submitted via FUSION on August 31, 2011. A complete copy of the 87-page document is available for review on the Web site at www.solano.edu - Governing Board - Attachments; or can be reviewed in the Office of the Superintendent-President and the Office of the Vice President of Finance and Administration.

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

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

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) 864-7209
TELEPHONE NUMBER
Finance & Administration
ORGANIZATION
September 9, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

September 9, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**