

**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

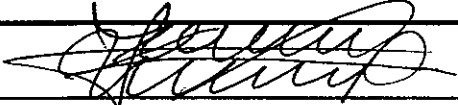
Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Anne Talamantes-Ristow	Athletic Sport On Site Administrator (football & volleyball)	9/24 – 12/1/11	\$ 1,400.00 stipend
Danielle Slade	Supplemental Instructor	10/20/11 – 6/30/12	\$ 14.76 hour
Danielle Widemann	Success Workshop, Basic Skills	10/6 – 12/20/11	\$ 65.36 hour

Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
School of Sciences			
<u>F. Betsy Julian, Responsible Manager</u>			
Bill Hackwell	Ethnic Studies Presenter	10/6/11	\$ 150.00 total
Workforce & Economic Development			
<u>Deborah Mann, Responsible Manager</u>			
Sharon Beals	Provide photography for the Bay Area Community College Consortium (BACWWE) website	9/21 – 12/15/11	Not to exceed \$ 2,500.00 As invoiced

Sandra Dillon
 Interim, Director of Human Resources


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

September 23, 2011
 Date Submitted

September 23, 2011
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

October 5, 2011

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Independent Contractors (Continued)

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<u>Workforce & Economic Development</u> <u>Deborah Mann, Responsible Manager</u>			
Uptown Studios	Provide database design & development services for the Bay Area Community College Consortium (BACWWE) website	9/21 – 12/15/11	Not to exceed \$ 10,000.00 As invoiced
<u>Superintendent/President</u> <u>Jowel Laguerre, Responsible Manager</u>			
Chris Myers	Consultant, Research & Planning	9/19/11 – 12/20/11	\$ 8,000.00 month
The ELS Group	Finder's fee		\$ 1,000.00 month

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
<i>Foster & Kinship Care Education</i>			
Greg Begin	Present, Teen Issues	9/13 & 9/16/11	\$ 500.00 total
Sherry Currey-Proctor	Co-present PRIDE Pre-service for Foster and Adoptive Parents	9/1 – 9/29/11	\$ 900.00 total
Deborah Davis	Present, Special Needs Infants and Toddlers	9/2 & 9/7/11	\$ 500.00 total
Erica Dumin	Co-present & Support, Kinship Support & Information	7/13/11 8/24/11	\$ 180.00 total \$ 180.00 total
Nancy Pewitt	Co-present and Support, Kinship Support & Information	8/31/11 9/14/11	\$ 180.00 total \$ 180.00 total
	Co-present and Support, Kinship Support & Information	9/14/11	\$ 180.00 total
Kerry Pilley	Co-present, Eating Disorders	8/23/11	\$ 180.00 total
	Present, School Issues: IEP's Resources	9/6/11	\$ 180.00 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>			
D. Mary Ann Turley	Co-present, PRIDE Pre-service for Foster & Adoptive Parents;	8/18 & 8/24/11	\$ 540.00 total
	Co-present, Family Night	9/19/11	
	Co-present, Kinship Support & Information; Co-present, PRIDE Pre-service for Foster & Adoptive Parents	9/21/11 9/1 – 9/29/11	\$ 1,080.00 total
	Co-present, Kinship Support & Information; co-present, PRIDE, Pre-service for Foster & Adoptive Parents	9/21/11 9/1 – 9/29/11	\$ 1,080.00 total
Noel Vargus	Co-present, PRIDE Pre-service for Foster & Adoptive Parents; Kinship Support & Information; Family Night: Fun with Homework	8/18 & 8/25/11	\$ 720.00 total
	Co-present, PRIDE pre-service for Foster & Adoptive Parents;	9/1 – 9/29/11	\$ 1,260.00
	Co-present, Kinship Support and Information	9/14 & 9/28/11	
Tyffany Wanberg	Co-present, Kinship Support & Information	7/13 & 7/20/11	\$ 360.00 total
	Co-present, Kinship Support & Information; Co-present, PRIDE Pre-service for Foster & Adoptive Parents	8/24 & 8/31/11 8/18 & 8/25/11	\$ 720.00 total
	Co-present, Kinship Support & Information; Co-present, Kinship Support and Information	9/14 & 9/28/11 9/7 & 9/21/11	\$ 720.00

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
<u>Counseling</u>		
Umoja Program	Lloyd Bond	Tutor
<u>Human Performance & Development</u>		
Athletics	Cheryl Mitchell	Pitching instructor
Athletics	Joan Walker	Adapted aquatics

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Gratuitous Service (Continued).

School/Department

Name

Assignment

Liberal Arts

TV/Cinematography

Lawrence Spencer

Help students with studio procedures and practices.

Science

MESA Center

Jessica Wells

Tutoring

AGREEMENT FOR SMALL BUSINESS SUPPORT SERVICES

This agreement is entered into by and between the City of Benicia, a municipal corporation of the State of California, (hereinafter "CITY") and the Solano College Small Business Development Center, a division of the Solano Community College District, with its primary office located at 360 Campus Lane, Suite 102, Fairfield, CA 94534 (hereinafter "CENTER").

RECITALS

WHEREAS, CITY and CENTER each desire to enter into an Agreement whereby CENTER will perform consulting services for CITY.

NOW, THEREFORE, BE IT RESOLVED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CENTER shall perform small business training and consulting as follows:

1. City of Benicia-based technical assistance

At least six hours per month of technical assistance (e.g., business planning, accounting, financing, marketing, government procurement, computer technologies and other small business development issues) will be available free of charge to Benicia businesses and entrepreneurs.

The CENTER will also provide disaster assistance to businesses impacted by local disasters. This may include acting as a first point of contact and assisting businesses with loan applications for SBA disaster loans and other local disaster loan programs.

2. Mystery Shop/Mystery Diner Program

The CENTER will offer the "Secret Shopper" (Mystery Shop or Mystery Diner) program to existing Benicia businesses at half the cost of the usual subsidized rate through the term of the contract.

3. Microloan and Other Financial Loan Programs

The CENTER will provide Benicia businesses technical assistance in applying for the SBA guaranteed loans, State guaranteed loans, micro-loans, and commercial loan programs. This will include offering a Small Business Financing Seminar in Benicia.

4. Six Seminars for Benicia Businesses

CENTER will schedule and plan to deliver six (6) small business seminars during the term of the contract at a Benicia location. (CENTER may cancel up to two scheduled seminars for low attendance per its standard practices.) The preferred time slot is weekday mornings. The CENTER will coordinate, market, and conduct the seminars. Professional experienced small business consultants will present seminars. Seminars will be 2 to 4 hours in length and cover topics such as:

Starting and Managing a Small Business

Marketing

Customer Service

Social Media for Business

Web Strategies for Artists

Small Business Financing

5. Presentations to Merchant Organizations and other Business Groups

The CENTER will work cooperatively with Benicia Main Street, the Chamber of Commerce and other local business agencies. The CENTER will work with the CITY to coordinate a presentation to these organizations on services available through the Small Business Development Center.

6. Provide Permitting and Start-up Information

The CENTER will provide new and existing businesses in Benicia copies of its current Business Resource Guide, which has information on licensing requirements, permits, taxes, and a checklist for starting a business. The materials will be free of charge and available at the CITY'S Business License Department, Benicia Chamber, and at the CENTER'S office.

7. Progress Reports

The CENTER will provide progress reports to the CITY every six (6) months to ensure that the milestones are being met. The reports will contain a listing of inquiries, small business clients, seminars, workshops and events presented in Benicia.

2. CITY agrees to pay CENTER as full compensation for all services and duties performed, except as otherwise provided herein, the sum of \$3,000 per fiscal year.
3. CITY agrees to reimburse CENTER for minor pre-approved expenses (refreshments, etc.) on a case-by-case basis.
4. With each Progress Report, CENTER shall render a semiannual invoice to CITY for services performed during the prior six-month period, which shall be paid upon its approval by CITY.
5. CITY agrees to provide office space, supplies, equipment, and support services required to maintain all records and correspondence connected with the consulting services. No personal use of CITY equipment, supplies or services is allowed and CENTER shall comply with all CITY policies regarding use of CITY resources. The City of Benicia and the CENTER will work cooperatively to market technical assistance counseling, seminars, and other special events co-sponsored by the two agencies. This may include mailing flyers, placing press releases in the City's newsletters, placement on the City's website, or placement on the Channel 27 public notice scroll.
6. In the performance of the services in this Agreement, CENTER is an independent contractor and is not an agent or employee of CITY. CENTER, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit CITY to any

decision or course of action, and shall not represent to any person or business that they have such power. CENTER has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting CENTER in the performance of said service hereunder. CENTER shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.

7. The term of this Agreement shall be for the period of two years, from July 1, 2011 to June 30, 2013. This Agreement may be terminated by giving written notice to the other party of that party's intention to so terminate. This Agreement shall be terminated two (2) weeks from and after the date of delivery or mailing of the notice, unless the notice specifies otherwise. Final payment shall be pro-rated as of the termination date.
8. Except as otherwise stated herein, any and all obligations of CITY and CENTER are fully set forth and described in this Agreement. Any changes in this Agreement, including any increase or decrease in the amount of compensation or any change in the term, which shall be mutually agreed upon by and between CITY and CENTER, shall be set forth in written amendments to this Agreement.
9. NONDISCRIMINATION.
 - (a) CENTER shall not discriminate in the conduct of the work under this Agreement against any employee, applicant for employment, or volunteer on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated.
 - (b) Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, CENTER agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by CENTER or CENTER'S employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, sex, age, sexual orientation or other prohibited basis will not be tolerated. CENTER agrees that any and all violation of this provision shall constitute a material breach of the Agreement.
10. CENTER shall defend, indemnify, and hold harmless, the CITY, its officers, employees and agents from and against any and all claims, lawsuits, damage, injury and liability for damages arising in the performance of CENTER'S services under this Agreement. The CITY shall not be responsible for claims, losses, damage, injury or liability for damages resulting from CENTER.
11. CENTER shall take out and maintain at all times during the life of this contract, general liability, workers' compensation, and automobile liability insurance in the amount of \$1,000,000. CENTER'S insurance shall be primary with respect to the City and shall list the CITY as an additional insured.

CENTER shall submit to CITY an endorsement evidencing its required insurance signed by the insurance agent and companies named. Any deductible or self-insured retentions must be declared to and approved by CITY.

12. Written communications and invoices under this agreement shall be addressed as follows:

If to CITY: Mario Giuliani, Acting Economic Development Manager
City of Benicia
250 East L Street
Benicia CA 94510

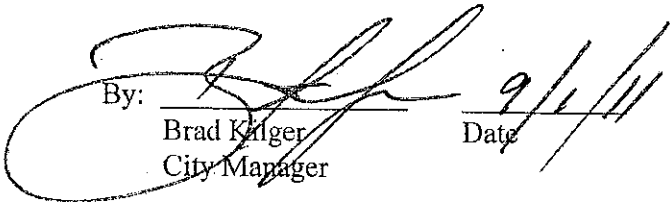
If to CENTER: Charles Eason, Director
Solano College SBDC
424 Executive Ct. North Suite C
Fairfield, CA 94534

13. This Agreement shall be deemed to have been executed and entered into in the City of Benicia, County of Solano, State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set opposite their respective names.

CITY OF BENICIA
A municipal corporation
of the State of California

SOLANO COLLEGE SMALL
BUSINESS DEVELOPMENT CENTER

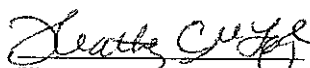
By: 
Brad Kilger
City Manager

Date

9/1/11

Dr. Jowel C. Laguerre
Superintendent/President

APPROVED AS TO FORM:


Heather C. McLaughlin
City Attorney

Date

9/1/11

ADMINISTRATOR: LICENSE # 0451271
Keenan & Associates
2882 Prospect Park Drive, #200
Rancho Cordova, CA 95670
916-859-7160
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

ENTITIES AFFORDING COVERAGE:
ENTITY A: Statewide Association of Community Colleges
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

COVERED PARTY:
Solano Community College
Northern Calif Community Colleges SIA
4000 Suisun Valley Road
Fairfield CA 94534

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	SWC 00100-25	7/1/2011 7/1/2012	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC 00100-25	7/1/2011 7/1/2012	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> EXCLUDES EARTHQUAKE & FLOOD <input type="checkbox"/> BUILDER'S RISK	SWC 00100-25	7/1/2011 7/1/2012	\$ 25,000	\$ 250,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC 00100-25	7/1/2011 7/1/2012	\$ 5,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	PIPS 00101-08	7/1/2011 7/1/2012	\$	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
THIS CERTIFICATE SUPERCEDES AND REPLACES THE PRIOR CERTIFICATE DATED 6/24/09
Per agreement between City of Benicia and Solano College Small Business Development Center, a division of the Solano Community College District for consulting services and technical assistance provided to City of Benicia.

CERTIFICATE HOLDER:
City of Benicia
attn: Amalia Lorentz
250 L. Street
Benicia CA 94510

CANCELLATION.....SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


Graham Grice
AUTHORIZED REPRESENTATIVE

ENDORSEMENT
ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Solano Community College Northern Calif Community Colleges SIA	SWC 00100-25	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Benicia
attn: Amalia Lorentz
250 L. Street
Benicia CA 94510

As Respects:

****THIS CERTIFICATE SUPERCEDES AND REPLACES THE PRIOR CERTIFICATE DATED 6/24/09**** Per agreement between City of Benicia and Solano College Small Business Development Center, a division of the Solano Community College District for consulting services and technical assistance provided to City of Benicia.



Authorized Representative

Issue Date: 6/13/2011

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

TO: Members of the Governing Board

**SUBJECT: AMENDED RENEWAL OF CHILDREN'S PROGRAMS
 CONTRACT – CCTR-1341**

REQUESTED ACTION: APPROVAL

SUMMARY:

This amended renewal agreement with the state of California, dated July 1, 2011, designated as number CCTR-1341, General Child Development Program, Project Number 48-7055-00-0, shall be funded at a maximum reimbursable amount of \$250,906.00. This amount is a 5% increase to the contract previously approved by the Governing Board in July, but is a 13% decrease in the amount received for fiscal year 2009 - 2010 for subsidized infant and toddler care.

The contract is effective from July 1, 2011 through June 30, 2012 for 194 days of child enrollment at a daily rate not to exceed \$34.38 per child.

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

Government Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: \$250,906.00

SUPERINTENDENT'S RECOMMENDATION:

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

Christie Speck, Director
 Children's Programs

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7183

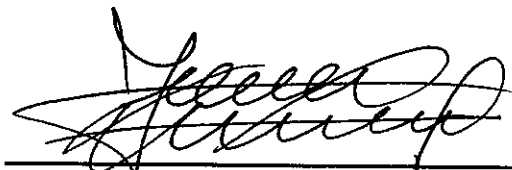
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

September 23, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

September 23, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 11 - 12

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
AB 114 RESTORATION / FT&C CHANGE

DATE: July 01, 2011

CONTRACT NUMBER: CCTR-1341

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 48-7055-00-1

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2011 designated as number CCTR-1341 and , shall be amended in the following particulars but no others:

The 2011-12 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2011-12 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$238,481.00 and inserting \$250,906.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 6,937.0 and inserting 7,298.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 191. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines for Margie Burke and Jowel C. Laguerre, and financial details like AMOUNT ENCUMBERED BY THIS DOCUMENT (\$12,425).

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-1341

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 55,550	(OPTIONAL USE)0656 13609-7055	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 55,550	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 30,580	(OPTIONAL USE)0656 15136-7055	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 30,580	ITEM 30.10.020.001 6110-194-0890	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 12,425	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 152,351	(OPTIONAL USE)0656 23254-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 164,776	ITEM 30.10.020.001 6110-194-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 2011-2012
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO. DATE	B.R. NO. <u>-14</u>
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**CHILD CARE AND DEVELOPMENT
2011-12 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type: **CCTR**

Note: The page numbers cited may be a few pages off.

Amend Section I., DEFINITIONS as follows (p.5 & 6)

“Child care and development programs” means those programs that offer a full range of services for children from infancy to 13 years of age for any part of the day, by a public or private agency, in centers and family child care homes. These programs include, but are not limited to, all of the following:

- (1) General child care and development.
- (2) Migrant child care and development.
- (3) Child care provided by the California School Age Families Education Program (Article 7.1 (commencing with Section 54740) of Chapter 9 of Part 29 of Division 4 of Title 2).
- (4) California state preschool program.
- (5) Resource and referral.
- (6) Child care and development services for children with exceptional needs.
- (7) Family child care home education network.
- (8) Alternative payment.
- (9) Schoolage community child care.

~~“Child care and development programs” means those programs that offer a full range of services for any part of a day, by a public or private agency, in centers, and family child care homes to children from infancy to 10 years of age or younger, children with exceptional needs to age 21, children 12 years of age or younger who are homeless, receiving child protective services or identified as at risk of abuse, neglect, or exploitation, children requiring at least one hour of care during non-traditional hours. Contractors shall only expend funds to provide services to those 11 and 12-year olds that meet the exceptions, unless the department determines and notifies contractors that funding is available. These programs include, but are not limited to, all of the following:~~

- ~~1. General child care and development.~~
- ~~2. Migrant child care and development.~~

- ~~3. Child care provided by the California School Age Families Education Program (Article 7.1 (commencing with Section 54740) of Chapter 9 of Part 29 of Division 4 of Title 2).~~
- ~~4. California state preschool program.~~
- ~~5. Resource and referral.~~
- ~~6. Child care and development services for children with exceptional needs.~~
- ~~7. Family child care home education network.~~
- ~~8. Alternative payment.~~
- ~~9. School age community child care.~~

Amend Section I.A, Eligibility and Need Criteria and Documentation as follows:
(p.51):

Children who have reached their ~~eleven (11th)~~ thirteen (13th) birthday are ineligible for subsidized services except those children with exceptional needs and severely disabled children may be served to age twenty-one (21). Children with exceptional needs shall also meet the criteria for that age group specified in *EC* Section 56026 and *California Code of Regulations, 5CCR*, sections 3030 and 3031. ~~listed below as described in Section 1, Definitions:~~

- ~~1. Children with exceptional needs and severely disabled child may be served to age twenty-one (21).~~
- ~~2. Children receiving child protective services, identified as at risk or abuse, neglect or exploitation, or homeless may be served to age thirteen (13).~~
- ~~3. Children who require at least one hour of child care services during nontraditional hours may be served to age thirteen (13).~~

~~Contractors shall only expend funds to provide services to 11 and 12 year olds, with the exceptions noted above, when the Department determines and notifies contractors that funding is available.~~

Amend Section 1.P, Eligibility and Need Criteria and Documentation, Documentation of the Child's Exceptional Needs as follows (p.67):

If the contractor is claiming adjustment factors pursuant to *Education Code* Section 8265.5(b)(4) or (b)(5), the child with exceptional needs is thirteen ~~eleven (13 14)~~ through twenty-one (21) years of age, or the contractor is operating a program pursuant to *Education Code* Section 8250(d). The documentation of exceptional needs shall include:

1. A copy of the portion of the active individual family service plan (IFSP) or the individualized education program (IEP) that includes the information as specified in *EC* Section 56026 and *5CCR* sections 3030 and 3031; and
2. A statement signed by a legally qualified professional that:

- a. The child requires the special attention of adults in a child care setting; and
- b. Includes the name, address, license number, and telephone number of the legally qualified professional who is rendering the opinion

Amend Section X.A, Due Process Requirements, Notice of Action, Application for Services; Notice of Approval or Denial as follows: (p 82 & 83)

- A. Notice of Action, Application for Services; Notice of Approval or Denial (EC 8261 and 8263; 5CCR 18094 and 18118)

The contractor's decision to approve or deny services shall be communicated to the applicant by mailing or delivering a completed written statement referred to as a Notice of Action, Application for Services within thirty (30) calendar days from the date the application is signed by the parent(s). The Notice of Action, Application for Services shall include:

1. The applicant's name and address
2. The contractor's name and address
3. The name and telephone number of the contractor's authorized representative who made the decision
4. The date of the notice
5. The method of distribution of the notice

If services are approved, the notice shall also contain:

1. Basis of eligibility
2. Daily/hourly fee, if applicable
3. Duration of the eligibility
4. Names of children approved to receive services
5. Hours of service approved for each day

If the services are denied, the notice shall contain:

1. The basis of denial
2. Instructions for the parent(s) on how to request a hearing if they do not agree with the contractor's decision in accordance with procedures specified in sections X.D and X.E below
3. ~~If termination is due to a child reaching his 11th birthday, the contractor shall:~~
 - a. ~~Information to parents that their child can receive first priority for enrollment in an Afterschool Education and Safety (ASES) program or 21st Century Community Learning Centers at the child's school of attendance;~~

and may be able to receive services in a program located at another school in the district. If programs are full, these children will be given first priority on the waiting list for these programs.

- b. A statement advising parent(s) that in order to receive first priority for services, a copy of the NOA must be provided to the ASES or 21st Century program at the time of enrollment.

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY
COLLEGE DISTRICT AND RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT FACULTY
ENTREPRENEURSHIP PROJECT MINI-GRANT**

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College District Contract is in receipt of a Faculty Entrepreneurship Project Mini-Grant in conjunction with Rancho Santiago Community College District from the California Community College Chancellor's Office Economic and Workforce Development Career Technical Education Division. The total grant award is \$11,625 for July 25, 2011 – June 15, 2012.

The grant funds will be used to develop and deliver curriculum, provide professional development opportunities for faculty, and to build entrepreneurship learning and to stimulate and support self-employment and successful business management.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the School of Career technical Education and Business.

Approval of this agreement is requested at this time.

*Government Code 78021 Board Policy: 3520 Estimated Fiscal Impact: \$11,625 revenue
CEO 2011-12 Goals: Improve Lead the college to fiscal stability*

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Maire Morinec, Dean
School of Career Technical Education and Business

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7155

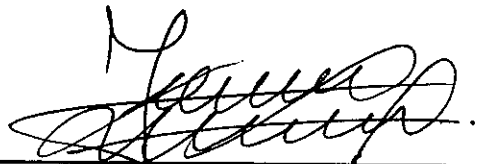
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

September 23, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 23,, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Solano Community College***

This Grant Sub-Agreement (hereinafter "**Agreement**") is entered into between Rancho Santiago Community College District (hereinafter "**RSCCD**") and the *Solano Community College* (hereinafter "**SUBCONTRACTOR**").

WHEREAS, **RSCCD** was awarded a "Entrepreneurship Career Pathways Project" Grant #10-172-055 (hereinafter "**Grant**"), from the California Community Colleges Chancellor's Office, Economic and Workforce Development Career Technical Education Division, to disseminate funds to community colleges to implement the "Faculty Entrepreneurship Project" (hereinafter "Project"), to improve entrepreneurship learning and to stimulate and support self employment and successful business management.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

To provide Faculty Entrepreneurship Project (FEP) services within the **SUBCONTRACTOR**'s campus by compensating faculty and the college for the creation of courses and programs, and or related activities, that will advance Entrepreneurship and Career Technical Education programs.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 25, 2011 through June 15, 2012.

3. **Total Cost**

The total cost to **RSCCD** for performance of this Agreement shall not exceed \$11,625.

4. **Payment**

25% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**'s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Sub-agreement between RSCCD and *Solano Community College*

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting
SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before June 30, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).
6. Expenditure of Grant Funds
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.
7. Record Keeping
SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.
8. Audit
SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.
9. Mutual Indemnification
Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.
10. Notices
All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Sub-agreement between RSCCD and Solano Community College

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Solano College
Thom Watkins
4000 Suisun Valley Road
Fairfield, CA 94534
thom.watkins@solano.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Solano Community College

By: 

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Joel C. Laguerre, Ph.D.

Title: Business Operations/Fiscal Services

Title: Superintendent / President

Date: 7/27/11

Date: _____

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

TO: Members of the Governing Board
SUBJECT: RESIGNATIONS TO RETIRE
REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
George Daugavietis	Math Instructor, School of Science 10 years of service	5/23/12
Shirley Gunn	Instructional Assistant, Adapted PE School of Human Performance and Development 13 years, 9 months of service	12/20/11
Beverly Pfeiffer	Administrative Assistant I Small Business Development Center 10 years, 4 months of service	11/11/11

Government Code: Board Policy: 4240 Estimated Fiscal Impact: None

SUPERINTENDENT'S RECOMMENDATION:
 APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Sandra Dillon
 Interim Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

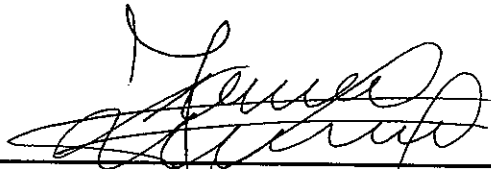
TELEPHONE NUMBER

Administration

ORGANIZATION

September 23, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

September 23, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: DISTRICT AND CSEA, CHAPTER #211 COLLECTIVE BARGAINING AGREEMENT FOR 2011-14

REQUESTED ACTION: APPROVAL

SUMMARY:

Tentative agreement has been reached with the Solano Community College CSEA, Chapter #211 and the District for a three year contract 2011-14. The CSEA ratified the agreement on September 22, 2011.

The CSEA agreed to take eight (8) furlough days for full-time employees and six (6) furlough days for ten-month employees over the 2011-12 fiscal year beginning November 2011. The agreement also includes the following:

- Article 1 – Update the classifications
- Article 12 – Suspend the winter and spring break language for 2011-12; additional language specifies when furlough days may be taken; and there will be no CSEA layoffs through June 30, 2012 (excludes categorically, grant and other outside funded employees)
- Article 16 – Language change
- Article 19 – Language change
- Article 29 – Negotiations in future years to reopen no later than January 31 on salary and health and welfare benefits plus two articles each
- Article 30 – 3-year contract

<i>Government Code:</i>	<i>Board Policy: 4015</i>	<i>Estimated Fiscal Savings: \$196,926</i>
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SUPERINTENDENT'S RECOMMENDATION:

<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Sandra Dillon
 Interim Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534-3197

ADDRESS

707-864-7122

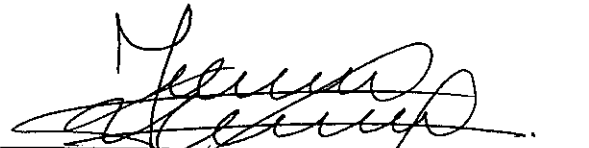
TELEPHONE NUMBER

Administration

ORGANIZATION

September 23, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

September 23, 2011
**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board
SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH
LARRY J. FRIERSON, ESQ.

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to engage the legal services of Larry Frierson, Esq., for specialized services. Mr. Frierson's rate is \$180 per hour.

Government Code: Board Policy 3520 Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

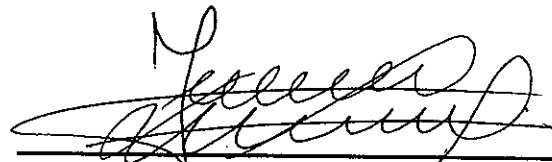
ADDRESS

707-864-7209

TELEPHONE NUMBER

Administration
ORGANIZATION

September 23, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

September 23, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**