

**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

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
To be announced	Career & Job Placement Coordinator, CSEA, Range 15/1	To be determined
Jennifer Hesling	Payroll Technician, CSEA Range 13/1	4/5/12

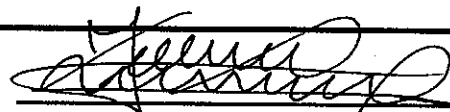
Temporary Change in Assignment

Janet Leary	From Administrative Assistant III, Human Performance & Development, CSEA to Interim Business Operations Coordinator, ALG, Range 35/3	4/5/12 – until position is filled
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Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Mary Gumlia	Counselor, CTE Transitions	4/5/12 – 6/30/12	\$ 65.36 hour
Myra Kargbo	Nursing Instructor, Enrollment Growth Grant	2/22/12 – 5/23/12	\$ 49.53 hour
Donna Luttrell- Williams	Office Assistant, Career Tech Education/Business, Perkins Grant	3/6/12 – 5/25/12	\$ 9.60 hour

Charo Albarran
 Human Resources Manager


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

March 23, 2012
 Date Submitted

March 23, 2012
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

April 4, 2012

Page 2

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Thomas Gibson	Journey Level Assistant Fire Instructor	3/1/12 – 5/25/12	\$ 25.00 hour

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Counseling	Michelle Okada	Counseling Intern
Counseling	Michael Steubing	Assist DSP Students
Counseling	Mireya Toscano	In-class notetaker

REQUEST FOR REDUCED WORKLOAD

In accordance with section 10.2 of the CCA/CTA/NEA collective bargaining agreement, the following instructors are requesting a reduced workload for the 2012-13 academic year. The reduction is authorized under section 22713 of the California Education Code. The request for a reduced workload is recommended.

<u>Name</u>	<u>Position</u>	<u>Reduction</u>
Robin Arie-Donch	Counseling	15% Reduction
Mary Gumlia	Counseling	10% Reduction
Erma Moreno	Counseling	20% Reduction
Patrick Mallory	Biological Science	20% Reduction
John Nogue	Biological Science	53.34% Reduction
Barbara Pavao	Counseling	35% Reduction
Charles Spillner	Chemistry	10% Reduction
Philip Summers	Biology/Human Physiology	50% Reduction

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

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION

REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

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

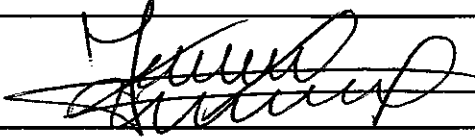
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
David Weinshilboun	SLO Presenter at March 14, 2012 Flex-Cal Day	March 14, 2012 to March 14, 2012	Not to exceed \$200.00
Scott Crosier	SLO Presenter at March 14, 2012 Flex-Cal Day	March 14, 2012 to March 14, 2012	Not to exceed \$400.00
Michael Lawlor	SLO Presenter at March 14, 2012 Flex-Cal Day	March 14, 2012 to March 14, 2012	Not to exceed \$400.00
Yamile Isabel Vazquez	SLO Presenter at March 14, 2012 Flex-Cal Day	March 14, 2012 to March 14, 2012	Not to exceed \$400.00
Karen McClendon	SLO Presenter at March 14, 2012 Flex-Cal Day	March 14, 2012 to March 14, 2012	Not to exceed \$400.00

Yulian Ligioso

 Vice President, Finance and Administration

March 23, 2012

Date Submitted



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

March 23, 2012

Date Approved

**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:

3/7/2012	Vendor Payment	11038499-11038588	\$928,927.75
3/7/2012	Vendor Payment	11038589-11038599	81,160.11
3/9/2012	Vendor Payment	11038600-11038642	7,428.00
3/13/2012	Vendor Payment	11038643-11038675	71,055.34
3/13/2012	Vendor Payment	11038676-11038677	24,974.02
3/20/2012	Vendor Payment	11038678-11038756	153,945.15
3/20/2012	Vendor Payment	11038757-11038761	12,533.82
3/20/2012	Vendor Payment	11038762-11038763	18,786.50
3/23/2012	Vendor Payment	11038764-11038807	4846.36
			\$ 1,303,657.05

Copies of the Warrant Listings are available online at www.solano.edu under Governing Board Attachments and at the following locations: Office of the Superintendent-President, Office of the Vice President of Finance and Administration, and the Library.

<i>Government Code:</i> ECS 70902 & 81656	<i>Board Policy</i> 3240	<i>Estimated Fiscal Impact:</i> \$1,303,657.05
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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

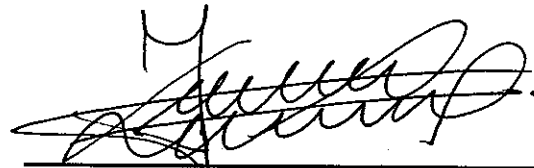
TELEPHONE NUMBER

Administration

ORGANIZATION

March 23, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 23, 2012

**DATE APPROVED BY.
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF SUBRECIPIENT AGREEMENT WITH
SOLANO COUNTY FOR THE SMALL BUSINESS
DEVELOPMENT CENTER (SBDC)

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano County is submitting a \$400,000 Community Development Block Grant (CDBG) Enterprise Fund grant to establish a microenterprise assistance and business assistance program. This agreement is to approve the Solano College Small Business Development Center (SBDC) as a subrecipient on the grant to provide technical assistance (training and one-on-one counseling) to businesses located in the unincorporated areas of the County and the four non-entitlement cities (Benicia, Dixon, Rio Vista, and Suisun City). Having a subrecipient agreement in place prior to submission of the grant adds points to the application. No match is required. The funds from this agreement will be used to meet the cash match requirements for the Small Business Administration (SBA) funding for the SBDC. The Subrecipient Agreement is for a total amount of \$183,382 and effective for the period September 1, 2012 through December 31, 2015.

A copy of the Subrecipient Agreement will be 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: \$183,382
BOT Goals 2011-12: Lead the College to fiscal stability in revenue that can be used as match
CEO Goals 2011-12: Ensure fiscal stability for the District for SBA funding for the SBDC

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-3382

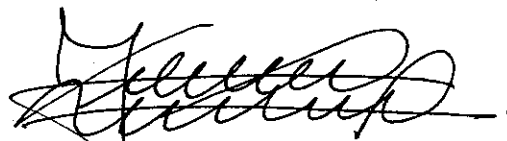
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 23, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 23, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

**SUB-RECIPIENT AGREEMENT BETWEEN
COUNTY OF SOLANO
AND
SOLANO COLLEGE SMALL BUSINESS DEVELOPMENT CENTER
FOR
MICROENTERPRISE ASSISTANCE PROGRAM SERVICES**

THIS AGREEMENT (herein called the "Agreement"), entered this 4th day of April, 2012 by and between the County of Solano (herein called the "Grantee") and Solano College Small Business Development Center (herein called the "Sub-recipient").

WHEREAS, the Grantee has applied for and received funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program ("the Department") originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Sub-recipient will be responsible for administering Microenterprise Assistance Program Services using CDBG grant funding under Solano County's 2012 application to the State of California Community Development Block Grant Program's Community Economic Enterprise Fund Component (attached as Exhibit A), in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

Program Delivery

Assistance to small businesses in Solano County per the program design and guidelines included in Solano County's 2012 application to the State of California Community Development Block Grant Program's Community Economic Enterprise Fund Component (attached as Exhibit B), which is incorporated into this agreement by reference, as well as any subsequent revisions thereto as may be necessary to meet CDBG requirements.

General Administration

Sub-recipient may charge general administration, supervision and management costs directly associated with provision of the above services. Indirect costs, or costs for items whose benefits are shared by programs other than the CDBG-funded program may not be charged to this grant without prior written approval of the Grantee and state CDBG program staff.

Fundraising

No costs or expenditures including, but not limited to, staff costs, supplies, advertising or other operating costs associated with fundraising activities may be charged to this grant.

B. National Objectives

The Sub-recipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Levels of Accomplishment – Goals and Performance Measures

In addition to the normal administrative services required as part of this Agreement, the Sub-recipient agrees to provide the following levels of program services:

Establish a Microenterprise Assistance Technical Assistance and Loan Program to assist in 60 business expansions and 30 business start-ups, providing assistance to a total of 90 Targeted Income Group (TIG) clients.

D. Reporting Requirements

Sub-recipient agrees to provide quarterly financial status reports and annual performance reports per forms and instructions provided by the Grantee. In addition to the information requested per each reporting form, with each financial status report, Sub-recipient shall submit the information listed below. The report period for this data shall coincide with the period of the financial status report with which the information is being submitted.

1. List of clients served by the program.
2. Client income level and source of income documentation.
3. Determination of TIG or non-TIG status.
4. Activities in which clients participated.
5. Calculation of allocated costs for group activities in which both TIG and non-TIG clients participated as documentation that CDBG funds were used for the exclusive benefit of TIG participants.
6. Other information as may be mutually agreed upon or required by CDBG.

E. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the award date of the CDBG Enterprise Fund Grant (anticipated to be in September 1, 2012) and end on the 31st day of December, 2015. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Grant Expenditures

Sub-recipient shall expend grant funds only in support of the approved activities contained in this Agreement in accordance with the following general budget.

Microenterprise Technical Assistance	\$155,875.00
Microenterprise Technical Assistance Activity Delivery	\$25,507.00
Equipment	\$0.00
Other	\$0.00
TOTAL	\$183,382.00

No equipment purchases have been approved as part of this agreement.

No other expenditures are approved as part of this agreement.

Indirect Costs

Indirect costs may not be charged without prior written consent of the Grantee and state CDBG program staff and must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$183,382.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III of this Agreement and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Stephen Pierce
Public Communications Officer
County of Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533
(707) 784-6122
(707) 784-7985 Fax

Sub-recipient

Charles Eason
Director
Solano College SBDC
360 Campus Lane, Suite 102
Fairfield, CA 94534
(707) 864-3382
(707) 864-8025 Fax

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall also carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

Without limiting Sub-Recipient's obligation to indemnify the Grantee, Sub-Recipient must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Sub-Recipient, Sub-Recipient's agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Sub-Recipient must maintain limits no less than:

General Liability: (including operations, products and completed operations.)	\$5,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
Workers' Compensation:		As required by the State of California.
Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.

If Sub-Recipient maintains higher limits than the minimums shown above, Grantee is entitled to coverage for the higher limits maintained by Sub-Recipient.

Deductibles and Self-Insured Retentions

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

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

Other Insurance Provisions

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

- (1) The Grantee, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Sub-Recipient; and with respect to liability arising out of work or operations performed by or on behalf of Sub-Recipient including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Sub-Recipient's insurance policy, or as a separate owner's policy.
- (2) For any claims related to work performed under this Contract, Sub-Recipient's insurance coverage must be primary insurance with respect to the Grantee, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by Grantee, its officers, officials, agents, employees, or volunteers is excess of Sub-Recipient's insurance and shall not contribute to it.
- (3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Sub-Recipient, except after 30 days prior written notice has been provided to Grantee.

Waiver of Subrogation

Sub-Recipient agrees to waive subrogation which any insurer of Sub-Recipient may acquire from Sub-Recipient by virtue of the payment of any loss. Sub-Recipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of Grantee for all work performed by Sub-Recipient, its employees, agents and subcontractors.

Acceptability of Insurers

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

Verification of Coverage

Sub-Recipient must furnish Grantee with original certificates and endorsements effecting coverage required by this Contract.

The endorsements should be on forms provided by Grantee or, if on other than Grantee's

forms, must conform to Grantee's requirements and be acceptable to Grantee.

Grantee must receive and approve all certificates and endorsements before work commences.

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

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

F. Grantee Recognition

The Sub-recipient shall ensure recognition of the role of the Grantee and the Department in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Cost Sharing

Sub-recipient agrees to comply with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is not permitted unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the County of Solano with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet

one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.]

The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all applicable federal, state and local civil rights laws, including the Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR

570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization

or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- c) Subcontracts: The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation

Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Jowel C. Laguerre, Ph.D.
Superintendent/President, Solano College
Small Business Development Center
360 Campus Lane, Suite 102
Fairfield, CA 94534

Birgitta E. Corsello
County Administrator
County of Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533

EXHIBIT A

CDBG Standard Contract

1. This sub-recipient agreement is contingent on the County of Solano receiving the anticipated funding outlined in its application for 2012 Community Development Block Grant Economic Assistance to fund Microenterprise Technical Assistance Services.
2. It is anticipated that the County will receive notification of intent to award funding by July 2012 and the County will have completed the CDBG Standard Contract by September 2012.
3. The completed CDBG Standard Contract will be incorporated into this Exhibit as if fully set forth in this Exhibit once the Grantee receives final approval and the CDBG Standard Contract is executed.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RENEWAL OF MESA GRANT AGREEMENT
NO. 12-109-025

REQUESTED ACTION: APPROVAL

SUMMARY:

The primary goal of the proposed project is to increase the number of economically and educationally disadvantaged students who successfully transfer to four-year institutions and major in a math-based career field, including: chemistry, computer science, engineering, mathematics; earth science, life science, environmental sciences, physics, and pre-health. However, these disadvantaged MESA students face a variety of educational barriers as they strive towards their goal of a Bachelor's of Science or higher degree in a math-based major. Therefore, in accordance with the RFA Specification for Grant Renewal, this proposal targets economically, educationally, and historically underrepresented Solano Community College students who will need extra resources to help them overcome certain barriers by offering Academic Excellence Workshops, counseling, tutoring, and other activities that provide an excellent foundation for math, engineering, science (MSE) student success. Moreover, the proposed SCC MESA program that incorporates all required MESA/California Community College Program (CCCP) program components is designed to have a significant impact on the educational success to these underrepresented students. The term of this grant shall be from July 1, 2012 to June 30, 2013.

Approval is requested at this time for the Annual Renewal for the continuous MESA Grant.

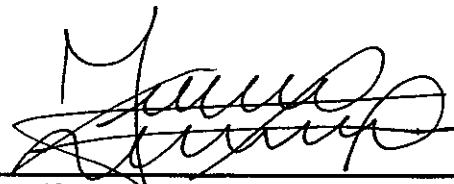
Government Code: Board Policy: Estimated Fiscal Impact: \$ 50,500.00
BOT 2012-2013 Goal – Lead the College to Fiscal Stability

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

SUPERINTENDENT'S RECOMMENDATION:
Mostafa Ghous, Director
Student Development and MESA Program

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS


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

707 863-7863
TELEPHONE NUMBER

Academic and Student Affairs
ORGANIZATION

April 4, 2012
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

April 4, 2012
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**THIS FORM MAY BE REPLICATED
BUT UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY	
	District (Grantee): <u>Solano Community College District</u>	
	College: <u>Solano Community College</u>	

Grant Agreement		BOG-CGCGCO USE ONLY	
Academic Affairs	Grant Agreement No.: 12-109-025		
MESA FUND FOR STUDENT SUCCES	Funding Fiscal Year		
RFA # <u>12-109-025</u>	<u>2012-13</u>	Total Amount Encumbered : \$	<u>50,500</u>

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification 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 are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered". Each funding period is contingent upon the availability of funds, and 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.

The term of this grant shall be from July 1, 2012 to June 30, 2013. The Final Report must be submitted within 30 days of the grant end date.

This grant is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

GRANTEE

Project Director: Mostafa Ghous	Total Grant Funds Requested: \$ <u>50,500</u>
	Total Match Funds, (if applicable): <u>\$50,500</u>

Signature, Chief Executive Officer (or authorized Designee) _____ Date: _____

Print Name/Title of Person Signing: Dr. Jowel Laguerre, Superintendent / President	District Address: 4000 Suisun Valley Road Fairfield, CA 94534-3197	Address City, State, Zip
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STATE OF CALIFORNIA

Project Monitor: Sally Montemayor Lenz	Agency Address: 1102 Q Street, 4th Floor Sacramento, CA 95811	Address City, State, Zip
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Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001 ()	XXXX - XXX - XXXXX		2012	2012-13	\$ 50,500
-	-				
Total Amount Encumbered : \$					50,500

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above. _____ Date: _____

Signature, Executive Vice Chancellor (or authorized Designee) _____ Date: _____

Print Name/Title of Person Signing:
Steve Bruckman, Executive Vice Chancellor

CHANCELLOR'S OFFICE
CALIFORNIA COMMUNITY COLLEGES

DISTRICT: Solano Community College District
COLLEGE: Solano Community College
GRANT NUMBER: 12-109-025

TO BE COMPLETED BY COCCC

Grant Amount: \$50,500.00

APPLICATION ABSTRACT

Project Title: MESA program

Project Director: Mostafa Ghous

Organization: Solano Community College

Address: 4000 Suisun Valley Road

City: Fairfield

State: CA

Zip + 4: 94534—3197

Phone: (707) 863-7863

(Summarize in 250 words or less below.)

The primary goal of the proposed project is to increase the number of economically and educationally disadvantaged students who successfully transfer to four-year institutions, and major in a math-based career field, including: chemistry, computer science, engineering, mathematics, earth science, life science, environmental sciences, physics, and pre-health. However, these disadvantaged MESA students face a variety of educational barriers as they strive towards their goal of a Bachelor's of Science or higher degree in a math-based major. Therefore, in accordance with, the R.F.A Specification for Grant Renewal, this proposal targets economically, educationally, and historically underrepresented Solano Community College students who will need extra resources to help them overcome certain barriers by offering Academic Excellence Workshops, counseling, tutoring, and other activities that provide an excellent foundation for math, engineering, science (MSE) student success. Our focus will be on African American, American Indian, Mexican-American and other Latino American undergraduate students pursuing degrees in engineering, computer science, mathematics, science, or technical fields. Moreover, the proposed Solano Community College (SCC) MESA program that incorporates all required MESA/CCCP program components is designed to have a significant impact on the educational success to these underrepresented students. Thus, the objectives of the current year at SCC MESA program are to:

1. Increase the number of historically underrepresented students pursuing degrees in mathematics, sciences, engineering, or computer sciences and technology who are eligible for transfer to a four-year college or university.
2. Decrease the amount of time required for MESA/CCCP community college students to transfer to four-year colleges and universities.
3. Improve the academic performance of MESA/CCCP students.
4. Increase the leadership skills and raise the educational expectations of MESA/CCCP students.
5. Establish new transfer patterns and mechanisms, which link community college with four-year colleges and universities, and improve efficiency of existing transfer agreements. Partnership with MEP, MSP, CAMP and other like programs will be established.
6. Strengthen the relationship among educators, prospective employers in business and industry, and MESA/CCCP students.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: MASTER AGREEMENT BETWEEN SOLANO
COMMUNITY COLLEGE DISTRICT AND SOLANO
COMMUNITY COLLEGE EDUCATIONAL FOUNDATION

REQUESTED ACTION: APPROVAL

SUMMARY:

This Master Agreement is between Solano Community College District, hereafter identified as "SCCD," and the Solano Community College Educational Foundation, hereafter known as the "Ed Foundation." The agreement outlines the background, purpose and mission of the Ed Foundation, as well as provisions of specified personnel. This agreement shall be in effect until it is amended or terminated by written agreement of the parties.

Approval of this agreement is requested at this time.

Government Code: EDC 72670 (e) Board Policy: Estimated Fiscal Impact: \$ 0.00
Internal Revenue Code Section 501 (c) (3)

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Peter F. Bostic, Executive Director
Institutional Advancement

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

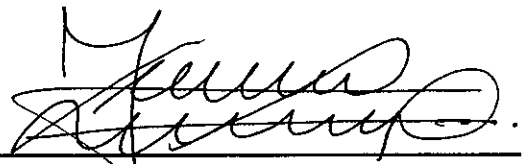
(707) 864-7141

TELEPHONE NUMBER

Administration
ORGANIZATION

March 23, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 23, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

DRAFT

MASTER AGREEMENT BETWEEN

THE SOLANO COMMUNITY COLLEGE DISTRICT (SCCD) AND THE SOLANO COMMUNITY COLLEGE EDUCATION FOUNDATION

PREAMBLE

This Master Agreement is renewed and entered into this day of _____ by and between the Solano Community College District (the "District") and the Solano Community College Education Foundation ("the Foundation") a nonprofit, tax-exempt organization operated for the benefit of Solano Community College (an auxiliary organization described in Education Code section 72670 (e))

1. Background, Purpose and Mission

The Foundation is an Internal Revenue Code Section 501 (c) (3) public charity which exists solely for the purpose of supporting the College and its students and which has been recognized by the SCCD Governing Board as having a formal relationship with, and working on behalf of, the College; and

- **The College offers a comprehensive array of educational and other services to students and to the community, and has done so continuously since 1945; and the Foundation was created in 1985 by a group of distinguished citizens who were interested in supporting education and a quality college for Solano County ; and**
- **SCCD has found that the administration of fundraising, development, and charitable fund management is most efficiently performed by a private sector, nonprofit entity such as the Foundation; and**
- **SCCD believes that so long as the Foundation fully performs the fundraising, and fund development functions for the benefit of the College; and it is expected that from the funds raised salary and benefits of the Executive Director will be reimbursed to the college.**

2. Provision of Specified Personnel

Since 2010, the District has covered the salary and accompanying benefits for the Executive Director of Institutional Advancement and one support position. The Executive Director of Institutional Advancement shall serve as the Foundation's Executive Director and perform only tangential services to the district. The Executive Director will develop funding opportunities with community, alumni, individual, foundations and corporate donors as well as manage administrative functions on behalf of the Foundation and for the benefit of the College. The Executive Director of the Foundation has direct responsibility for the growth, development and performance of the Foundation volunteer Board of Directors. The support position that performs the functions related to accomplishing the goals of the Foundation Office for the benefit of the College, will be the responsibility and under the supervision of the Executive Director. The Executive Director of the Foundation will direct the District's self-supporting Grant and Resource Development Coordinator.

Foundation functions shall include fundraising (annual, major gifts, capital campaigns, planned giving), donor relations, scholarship development, accounting functions, alumni development, maintaining a district and foundation database, prospect research, social media, corporate and foundation relations, stewardship.

The District believes that the aforementioned arrangement is expected to be beneficial to the District. Accordingly, in order to ensure that the various functions performed by the District's Executive Director of the

Foundation and the Executive Assistant continue to be performed successfully, the District shall continue to provide the salary for the Executive Assistant position and the accompanying benefits, at the District's sole cost. However, the Foundation shall reimburse the district for the salary and benefits of the Executive Director. The reimbursement for the Executive Director will start effective July 1, 2012.

The parties agree that the two (2) individuals hired into the preceding positions shall be considered District employees and that their employment shall be governed by the District and the District's applicable policies and procedures regarding hiring, supervision, evaluation, termination and other human resources matters. The President of the Board and the Superintendent President will jointly evaluate the Executive Director with input from other board members.

The parties agree that the Foundation shall be solely responsible for payment of any other compensation and or benefits of any other individual employed by the Foundation aside from the one position described above (Executive Assistant).

It is also agreed that the foundation will set specific targets for fundraising for the Executive Director. If she/he fails to meet these targets, the Foundation will relinquish its responsibilities to pay for the director and the college will use its policies to replace the director.

3. Provision of District Services and Facilities

In recognition of the benefits that the Foundation provides to the District, the District shall provide at no cost to the Foundation certain District facilities and property for the Foundation use. Such facilities and property may include office space, office equipment, communications equipment and other such facilities and property as are reasonably available and necessary for the efficient accomplishment of the Foundation's purpose. The Foundation shall pay for its own miscellaneous supplies through the Foundation approved annual budget.

To the extent herein provided, the Foundation may occupy, operate, and use designated District facilities and property separately or jointly with the District. The Foundation shall use the facilities and property only for those services and functions that are consistent with District policies, rules, and regulations. The Foundation's right to use any District facility or equipment pursuant to the terms and conditions of this agreement shall terminate upon (90) days written notice by the District Superintendent-President.

In recognition of the benefits that the Foundation provides to the District, the District shall provide at no cost to the Foundation certain services for the Foundation's use. Such services may include custodial and facilities maintenance services, telephone, and information systems service and advice, human resource and personnel-related assistance and other similar services as from time to time may be agreed upon in writing.

4. Use of District Name and Logo Type Authorization

Pursuant to this Agreement, the Foundation may use the District's name for promoting and advancing the mission and priorities of the District. With the written permission of the District Superintendent-President, the Foundation may use the District's logotype for similar purpose. The District has approved the Solano Community College Education Foundation logo and retains approval rights on any revisions and or alterations of said logo. Pursuant to education Code section 720000 (b) (4) and applicable copyright protections, the District shall retain all ownership rights in the District's name and logotype along with the power to prohibit or revoke the Foundation's or any other party's use of such items.

5. Independent Financial Audit and Reporting

An independent certified public account ("CPA") firm selected by the Foundation Board of Directors shall be retained annually to audit the financial statement of the Foundation, with the cost of that service paid by the

Foundation. Such audit reports shall be supplied to the District as soon as they are available, but no later than one hundred eighty (180) days after the close of the calendar year, or such earlier date as the law may require. The audit shall include separate valuations of the Foundations' financial contributions to the District and the District's financial contributions to the Foundation. It is the responsibility of the Foundation staff and Board of Directors to submit the annual required 990 report to the state of California in a timely manner at the expense of the Foundation. A copy of the Solano Community College Education Foundation annual 990 report shall be filed at the office of the Superintendent-President and with the Vice-President of Fiscal Services.

6. Covenant

During the term of this agreement, the Foundation agrees to maintain its existence and operate in accordance with state and federal laws governing 501 (c) 3 nonprofit organizations. The Foundation shall also comply with all local, state and federal ordinances, regulations and statutes now in force or which may hereafter be enacted that affect this Agreement.

7. Right of Entry

It is understood and agreed that at any time and for any purpose, the District and its agents shall have the right to enter District facilities occupied by the Foundation or any part thereof.

8. Financial Review and Asset Management

Net income generated by the Foundation shall be used solely to benefit the College. Net income is defined as revenues minus expenses as defined by generally accepted accounting principles. The Superintendent-President of the District or designees will review the Foundation's annual budget. The Foundation Board of Directors shall maintain a positive operational budget sufficient to cover expenses as recommended by the independent CPA firm referenced above. The Superintendent-President may submit in writing, to the President of the Board of Directors of the Foundation, any concerns, suggestions, or a recommendation regarding the Foundation's cost structure and budget within 30 days after the Superintendent-President receives the proposed changes or budget reflecting the changes. The Board of Directors of the Foundation shall consider such concerns, suggestions, and recommendations, but shall have the right to adopt and implement such changes if a majority of the Foundation Board determines that such changes are necessary or desirable to achieve the purpose of the Foundation.

The Foundation Board of Director is responsible for the control and management of the assets of the Foundation, including the prudent management of gifts received by the Foundation, consistent with donor intent and District approval.

Provisions for the acceptance, management and investment of gifts shall be established by the Board of Directors of the Foundation to insure the good stewardship and fiduciary responsibilities of the Foundation for endowment, capital and other gifts. The Foundation will periodically assess its gift management and acceptance policies. Copies of such policies and any revisions thereto, shall be shared with the Superintendent-President. The Foundation will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and the District and provide appropriate recognition and stewardship of such gifts. Endowment and investment policies established by the Foundation shall be consistent with District policies and applicable statutory regulations.

The Foundation will establish asset allocation, disbursement, and spending policies that adhere to applicable federal and state laws and applicable regulations. The Foundation will receive, hold, manage, invest, and disperse contributions of cash, securities and other forms of property, including deferred gifts that are contributed in the form of planned and deferred gifts instruments. The Foundation's spending policies may only include reasonable business expenses that support the purpose of the Foundation for the College and which do

not conflict with applicable laws and regulations, including conflict of interest law. Spending policies and any revisions thereto, shall be shared with the Superintendent-President.

Upon cessation of operations of the Foundation, the net assets of the Foundation resulting or arising from this Master Agreement shall be either transferred to the District or expended for the benefit of the District, or otherwise distributed in accordance with the Foundation's Articles of Incorporation.

9. Alignment of Interest with District

So long as this Agreement is in force and effect:

- A The Foundation, in consultation with the District Superintendent-President, shall create an environment conducive to increasing levels of private support for the District's mission and priorities,
- B The Foundation will maintain an open and transparent business operation as outlined within the Sarbanes Oxly Act and the Fiscal Management and Public Company Accounting Reform and Investment Protection Act of 2002
- C The Foundation's Board of directors shall be responsible for the general oversight of the Foundations operations based on a comprehensive set of by-laws and procedures that clearly address the Foundations Board's fiduciary responsibilities and prudent management of the Foundation and its assets.
- D The District Superintendent-President will be responsible for communicating District priorities and long-term plans, as approve by the Governing Board, to the Foundation Board of Directors.
- E The Solano Community College District shall include the Executive Director of Institutional Advancement and thus the SCC Foundation Director as an SCCD cabinet member and an active and prominent participant in the strategic planning for the District.
- F The District Superintendent-President shall serve as a non-voting, ex-officio member of the Foundation Board of Directors.

10. Public Relations

The Foundation will manage and direct all public and media relations involving funding projects, events and campaigns involving the Foundation.

With respect to expenditures for public relations, marketing or other purpose, the Foundation may expend funds in such amounts and for such purpose as are approved by the Foundation Board of Directors via the annual operating budget.

11. Third Party Agreement with Foundation

The Foundation shall not enter into any contract for the benefit of the District or otherwise that seeks to obligate the District without the District Superintendent-President's prior written approval.

12. Insurance, Indemnification and Restoration

The District shall provide for the Foundation all risk liability coverage under the terms and conditions of the District's all-risk blanket policy. Further, the district will extend its directors and officers errors and omissions coverage to include the Foundation Board members. In the event that the District is unable to maintain such coverage for the Foundation, the District shall provide thirty (30) days notification to the Foundation of the District policy cancellation. In the event of such notice of cancellation by the District, the Foundation shall secure the appropriate coverage under its own name.

The Foundation agrees to indemnify, defend, and save harmless the District, its trustees, officers, agents, and employees from any and all losses, damage, or liability that may be suffered or incurred by them, caused by, arising out of or in any way connected to the agreement of the Foundation's use of District property.

13. Terms of Agreement

This Master Agreement shall be in effect until it is amended or terminated by written agreement of the parties; however, the Governing Board of the District or the Foundation Board of Directors may terminate the Agreement upon ninety (90) days' written notice.

14. Notices

All notices herein required to be given, or which may be given by either party to the other, will be deemed to have been fully given when made in writing and received by the Foundation's President (for the Foundation) or the Superintendent-President of Solano Community College (for the District).

15. Proprietary and Confidential Materials and Information

The Foundation acknowledges that the District possesses and shall continue to possess a wide variety of proprietary and confidential material and information. The Foundation agrees that such material and information shall be the sole and exclusive property of the District. During and following the term of this Agreement, the Foundation shall keep such materials and information in strict confidence and shall not disclose, sell, or use such material and information unless specifically authorized by this Agreement or in writing by the District Superintendent-President.

The Foundation Board may, in open or closed session, discuss private, confidential or sensitive matters, including, without limitation, potential donors, specialized grants, restricted donation limitations, testamentary requirements, and the like. As a material part of this Master Agreement the District agrees that such information is strictly confidential and shall not be disclosed to, or discussed without the prior written consent of the Foundation Board, so long as said disclosure is not required by law.

16. Entire Agreement

This agreement constitutes the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous promises, representations, agreement, warranties, or undertaking by the parties, whether written or oral and regardless of character or nature.

17. Construction

In the event of dispute, both parties shall be deemed to have drafted this Agreement. No portion of this Agreement shall be construed for or against either Party based on the drafter of the Agreement.

18. Section Headings

The various sections heading in this Agreement shall be used solely for the parties' convenience and shall not affect the meaning, construction, or effect thereof.

19. Severability

If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable, then such provision or provisions shall be deemed severed from the Agreement, and the remaining provisions of the Agreement shall continue in full force and effect and shall not be affected, impaired, or invalidated in any way.

20. Governing Law and Venue

This agreement shall be executed, delivered, construed, and enforced in accordance with the laws of the State of California. Proper venue for legal action regarding this Agreement shall be situated in Solano County, California.

21. Authority

The parties warrant and represent that they have the authority to enter into this Agreement in the names, titles, and capacities stated herein and on behalf of the entities, person, or firms named herein and that all legal requirement to enter into this Agreement have been fulfilled.

IN WITNESS WHEREOF, the parties have executed this Master Agreement in duplicate at Fairfield, California, as of the date written below.

The District
Solano Community College District

By: _____
Rosemary Thurston
President, SCCD Governing Board

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

The Foundation
Solano Community College Educational Foundation

By _____
Dee Alarcón
President, Solano Community College Foundation

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: RESOLUTION TO RESCIND PHYSICAL EDUCATION
FACULTY LAYOFF NOTICES FOR 2012-2013 ACADEMIC
YEAR, RESOLUTION NO. 11/12-26
REQUESTED ACTION: APPROVAL

SUMMARY:

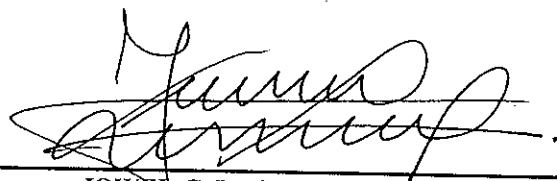
Superintendent-President, Dr. Jowel C. Laguerre, recommends the Governing Board approve the attached resolution to rescind the layoff notices issued to staff for the elimination of 2.0 FTE Physical Education faculty for the 2012-2013 academic year pursuant to Section 87740 and 87743 of the Education Code, as approved in Resolution No. 11/12-25 on March 7, 2012.

Approval of Resolution No. 11/12-26 is requested at this time. If approved, the Superintendent-President will notify the affected faculty of the Governing Board's decision.

Government Code: EC 87470; 87743 Board Policy: Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarran, Manager
Human Resources
PRESENTER'S NAME
4000 Suisun Valley Road
Fairfield, California 94534
ADDRESS
707 864-7000
TELEPHONE NUMBER
Administration
ORGANIZATION
March 23, 2012
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

March 23, 2012
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

1 SOLANO COMMUNITY COLLEGE DISTRICT

2 GOVERNING BOARD

3 RESOLUTION TO RESCIND PHYSICAL EDUCATION FACULTY LAYOFF
4 NOTICES FOR 2012-2013 ACADEMIC YEAR

5 RESOLUTION NO. 11/12-26

6
7 WHEREAS, It is the Opinion of the Governing Board of the Solano Community
8 College District ("District") that the layoff notices issued to staff for the elimination of 2.0
9 FTE Physical Education faculty for the 2012-2013 academic year pursuant to Section 87740
10 and 87743 of the Education Code be immediately rescinded.

11 NOW, THEREFORE, BE IT RESOLVED, That the Superintendent-President, or
12 designee, is directed to notify all staff receiving layoff notices issued for the elimination of
13 2.0 FTE Physical Education faculty for the 2012-2013 academic year pursuant to Section
14 87740 and 87743 that such layoff notice is hereby rescinded.

15
16 PASSED AND ADOPTED, This 4th day of April 2012, by the Governing Board
17 of Solano Community College District of Solano County, California, by the following vote:

18 AYES:

19 NOTES:

20 ABSENT:

21 ABSTAIN:

22 _____
ROSEMARY THURSTON, BOARD PRESIDENT

23
24 I, Jowel C. Laguerre, Secretary of the Governing Board of the Solano Community
25 College District, do hereby certify that the foregoing Resolution was duly approved and
26 adopted by the Governing Board of said District at the meeting thereof held on the 4th day of
27 April 2012.
28

_____ 36-
JOWEL C. LAGUERRE, Ph.D., SECRETARY

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION DESIGNATING CLASSIFIED SCHOOL
EMPLOYEE WEEK AT SOLANO COMMUNITY
COLLEGE DISTRICT, RESOLUTION NO. 11/12 -27**

REQUESTED ACTION: APPROVAL

SUMMARY:

In recognition of the valuable contributions made by members of the classified service to the educational achievements of Solano Community College District, the Governing Board hereby designates May 21-25, 2012, as Classified Employee Week.

Government Code: Board Policy: Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarran
Human Resources Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

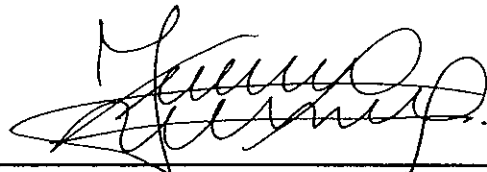
707-864-7000, x-4530

TELEPHONE NUMBER

Administration
ORGANIZATION

March 23, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 23, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DESIGNATING CLASSIFIED SCHOOL EMPLOYEE WEEK

RESOLUTION NO. 11/12-27

WHEREAS, Classified employees' knowledge, skill and services are integral contributors to attainment and enhancement of the Solano Community College District vision and mission;

WHEREAS, Classified employees contribute to the establishment and promotion of a diverse, supportive, respectful, and student-oriented District environment;

WHEREAS, Classified employees regularly provide primary operational services and outreach to the communities, students and employees served by Solano Community College District; and

WHEREAS, Classified employees of Solano Community College District consistently demonstrate their commitment to high standards and principles of shared governance, higher education, employment, health, safety, and community outreach;

THEREFORE, BE IT RESOLVED, That in appreciation, Solano Community College District hereby honors the many contributions of its classified employees and declares the week of May 21-25, 2012, as Classified Employee Week at Solano Community College District.

PASSED AND ADOPTED, This 4th Day of April 2012, by the Governing Board of Solano Community College District of Solano County, California.

ROSEMARY THURSTON, BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DISTRICT AND OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39 2010-2014 COLLECTIVE BARGAINING AGREEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Tentative agreement has been reached between the Operating Engineers/Stationary Engineers, Local 39, and the District. The Local 39 ratified the tentative agreement on March 29, 2012. Administration recommends approval of the attached agreement.

Government Code: Board Policy: Estimated Fiscal Impact: \$60,236 savings

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarran
Human Resources Manager

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

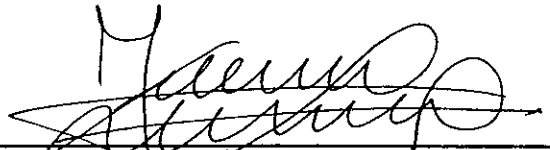
TELEPHONE NUMBER

Administration

ORGANIZATION

March 23, 2012

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 23, 2012

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

ARTICLE 6 PERSONNEL FILES/EVALUATION

- 6.1.2 Derogatory information such as letters of reprimand to be placed in the employee's personnel file shall be initialed and dated by the employee to confirm receipt before forwarding to the Human Resources Department. If the employee is not available to sign and date the notification, the document shall be sent to the employee by certified mail, return receipt requested, as well as by regular mail. The certified mail receipt and the return receipt requested document shall be attached to the derogatory information to be placed in the employee's personnel file. The Human Resources Department will not file the document in the personnel file until ten (10) calendar days (after the employee has initialed receipt or the return receipt is documented by the Post Office) have lapsed to allow the employee to file a written response ~~which shall be attached to the derogatory information~~ before the filing occurs. ~~(Adopted 4/4/12)~~ All derogatory material will be initialed and dated by the Director of Human Resources or designee.
- 6.1.3 An employee shall have the right to examine his/her personnel file and to obtain copies of material contained therein. Material obtained prior to employment is excepted from this agreement.
- 6.1.4 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The employee's personnel file shall be available for examination by the employee or his/her Local 39 representative if authorized ~~in writing~~ by the employee. ~~(Adopted 4/4/12)~~
- 6.3.1 Delete.

ARTICLE 7 DEFINITIONS

- 7.39 **Substitute employee (vacancy)** is a person hired to perform the duties of a position that has been vacated by the employee regularly assigned to that position. A substitute hired to fill a vacancy is limited to sixty (60) calendar days. An extension must be approved by the ~~Union~~. ~~(Adopted 4/4/12)~~

ARTICLE 8 DISCIPLINE AND DISMISSAL

8.4 Probationary employees may be released at any time during the probationary period at the discretion of the District. (Adopted 4/4/12)

ARTICLE 15 HEALTH AND WELFARE BENEFITS

15.3.5 Employees who retire from the District and participate in the Public Employees' Retirement System and do not participate in the longevity program increment as specified in 14.9 (adopted 4/7/04) shall receive retirement payment as provided below: (Adopted 4/4/12)

10 – 19 years of service to SCC	\$5,000 (to be prorated if less than full-time)
20 + years of service to SCC	\$6,000 (to be prorated if less than full-time)

ARTICLE 28 NEGOTIATIONS

For fiscal year 2011-2012, upon ratification by both parties, the parties agree to immediately reopen on health & welfare (Article 15) within ten (10) business days for 2012-13 with a cost savings analysis provided by the District.

Effective July 1, 2012 and through June 30, 2013, all 12-month employees must use eight (8) furlough days to be taken as days by the end of the fiscal year with approval of their supervisor and all 10-month employees must use six (6) furlough days to be taken as days with approval by their supervisor by the end of the fiscal year. The gross salary of each unit member will be reduced to an amount equal to the value of the total of furlough days (smoothing) in order to ensure a consistent monthly amount through the fiscal year. The District will agree to

- No lay-offs prior to the November 2012 election
- Paid overtime in accordance with the existing agreement
- Subsequent to the election of November 2012, the parties will reopen on salary (Article 14) and two additional articles each in order to negotiate the potential need for additional savings which may include additional furloughs or layoffs or other salary savings.

In the 2013-14 fiscal year, the parties will agree to reopen on salary (Article 14), health and welfare (Article 15), and two articles each.

(Adopted 4/4/12)

ARTICLE 29 DURATION CLAUSE

Except as provided herein, this Agreement shall become effective July 1, 2010 and shall continue in effect to and including June 30, 2014.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION APPROVING SOLANO COMMUNITY COLLEGE'S ALTERNATIVE WIND ENERGY PROJECT TO REDUCE DEPENDENCY ON FOSSIL FUELS, RESOLUTION NO. 11/12-28

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College requested \$1,000,000 to purchase a 1.0 megawatt state-of-the-art wind turbine in a House Appropriations Request, submitted to Congressman John Garamendi on March 16, 2012. The wind turbine will be installed on the east end of our Fairfield Campus, where there is sustained wind that will create alternative and sustainable energy system to power the College. Wind energy has matured dramatically and is a visible source of alternative energy in Solano County. New technologies make wind a cost-competitive source to contribute to our energy needs, reducing the College's dependence on fossil fuels and public utilities. Superintendent-President, Dr. Jowel C. Laguerre, signed President Obama's 2009 commitment to sustainability, climate control and green jobs, known as, "American College & University Presidents' Climate Commitment." This commitment to the climate control includes a commitment to training tomorrow's workforce in green job technology. The installation of the wind turbine will create new jobs and enable an alternative energy training certificate, education and training opportunity for dislocated workers, returning Veterans, new workers, and re-entry workers entering the competitive energy, power, and utility workforce.

Approval of Resolution No. 11/12-28 is requested at this time.

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

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
Finance & Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

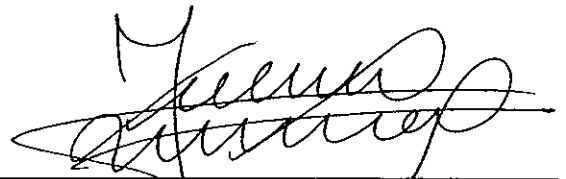
707-864-7209

TELEPHONE NUMBER

Administration
ORGANIZATION

March 23, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 23, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION APPROVING SOLANO COMMUNITY COLLEGE'S
ALTERNATIVE WIND ENERGY PROJECT TO REDUCE
DEPENDENCY ON FOSSIL FUELS**

RESOLUTION NO. 11/12-28

WHEREAS, The Mission of Solano Community College District (SCCD) is to prepare a diverse student population to participate successfully in today's local and global communities; accomplished by providing:

- Quality teaching
- Innovative programs
- Life-long learning
- Effective transfer preparation
- Services that are responsive to the needs of our students
- Economic and workforce development; and

WHEREAS, SCCD submitted a \$1,000,000 Appropriations Request to Congressman John Garamendi, House of Representatives Tenth District to purchase a 1.0 megawatt state-of-the-art wind turbine;

WHEREAS, SCCD's Superintendent-President, Dr. Jowel Laguerre, signed President Obama's 2009 commitment to sustainability, climate control and green jobs, known as "American College & University Presidents' Climate Commitment";

WHEREAS, A wind turbine on the SCCD's Fairfield campus that will create an alternative and sustainable energy system that reduces dependency on fossil fuels and public utilities, saving precious dollars to invest in student learning objectives; and

WHEREAS, The installation of the wind turbine will create short-term installation jobs, the ongoing maintenance jobs, and the alternative energy training certificate, education and training opportunity, for dislocated workers, returning Veterans, new workers and re-entry workers entering the competitive energy, power and utility workforce.

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**RESOLUTION APPROVING SOLANO COMMUNITY COLLEGE'S
ALTERNATIVE WIND ENERGY PROJECT TO REDUCE
DEPENDENCY ON FOSSIL FUELS**

RESOLUTION NO. 11/12-28

(Continuing – Page 2)

NOW, THEREFORE, The Board is in full support of the Appropriations Request from Solano Community College District, to Congressman John Garamendi, Solano Community College's Alternative Wind Energy Project, to Reduce Dependency on Fossil Fuels.

PASSED AND ADOPTED, This 4th day of April 2012, by the Solano Community College District Governing Board of Solano County, California.

ROSEMARY THURSTON
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSAL FOR PRIORITIZING IMPORTANT INITIATIVES SEEKING FUNDING, ACCJC RECOMMENDATION #2

REQUESTED ACTION: INFORMATION

SUMMARY:

In October 2011, the Visiting Team from ACCJC found the planning and budgeting processes used at Solano Community College to be in need of modification to meet Accreditation Standards.

The Commission requires that a Follow-Up Report be submitted by October 15, 2012, that demonstrates that the institution has addressed the recommendations noted, has resolved the deficiencies, and meets Accreditation Standards.

Recommendation #2 of the Visiting Team Evaluation Report recommends all planning processes should be clearly linked to fulfillment of the College mission and strategic goals. Mr. Peter Cammish, Director of Research and Planning, will share a proposal for a model the District could use to prioritize important initiatives seeking funding. The proposal will specifically address ranking of proposals, review of proposals, and how Departments and Schools may proceed.

<i>Government Code</i>	<i>Board Policy N/A</i>	<i>Estimated Fiscal N/A</i>
<i>2011-2012 CEO Goals – Prepare Accreditation Report (October 15, 2012)</i>		

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Peter Cammish, Director
Research and Planning

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7278

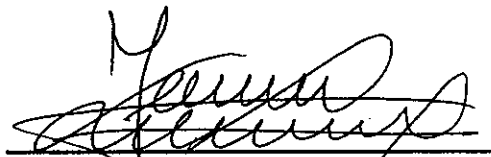
TELEPHONE NUMBER

Administration

ORGANIZATION

March 23, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 23, 2012

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: REOPENING PROPOSALS FOR THE 2012-13
COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE DISTRICT AND THE OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39

REQUESTED ACTION: INFORMATION

SUMMARY:

The Solano Community College District and the Operating Engineers/Stationary Engineers, Local 39, are preparing to enter into negotiations for the period of 2012-13.

The parties jointly propose for the purpose of public notice ("sunshining") to open on Article 15, Health & Welfare Benefits. Pursuant to Government Code Section 3547, public comment on such proposals shall be received at the next Governing Board meeting scheduled May 2, 2012.

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charo Albarran, Human Resources Manager
Laura Strand, Business Representative, Local 39

PRESENTERS' NAMES

4000 Suisun Valley Road, Fairfield, CA 94534-3197
and
1620 No. Market Blvd, Sacramento, CA 95834

ADDRESS

707-864-7000, x-4530 and
916-928-0399

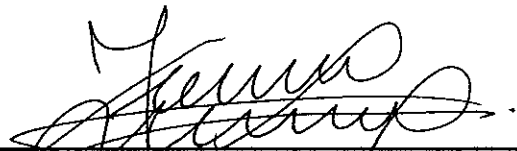
TELEPHONE NUMBER

Administration and
Operating Engineers/Stationary Engineers, Local 39

ORGANIZATION

March 23, 2012

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 23, 2012

**DATE APPROVED BY
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