

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

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

EMPLOYMENT 2009-10

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Karen Ulrich	Director, Human Resources	July 5, 2010
To be announced	Vice President, Administrative & Business Services	To be determined
To be announced	Curriculum Specialist	To be determined

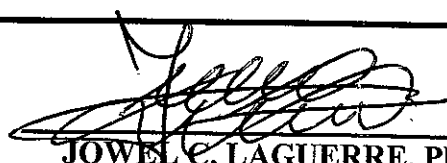
Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
Michael Walter	Substitute Courier (as needed)	11/19/09 – 6/30/10	\$ 12.68

Independent Contractors

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
	Student Development <u>Shirley Lewis, Responsible Manager</u>		
Lee Y. Woo	Present, five sex education seminars	2/3/10 – 3/31/10	\$ 750.00

Trudy Largent, J.D.
 Director of Human Resources


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

November 6, 2009
 Date Submitted

November 6, 2009
 Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

November 18, 2009

Page 2

APPROVAL OF JOB DESCRIPTIONS

The attached position descriptions for Graphic Arts Technician and Veteran Certification Specialist were presented for information at the Board meeting held November 4, 2009, as part of the CSEA reclassification which as provided by the collective bargaining agreement commenced in December of 2008 and effective July 1, 2009, retroactively. In accordance with Governing Board procedure, the descriptions are being presented tonight for approval.

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Graphic Arts Specialist

BASIC FUNCTION: Under direction of the Graphic Arts Supervisor, independently coordinate, oversee and perform technical work related to the operations and activities of the District's central copy center; train and provide work direction to student workers in the operation of computerized bindery and copying equipment; operate a personal computer to maintain, compile and manipulate statistics.

REPRESENTATIVE DUTIES:

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

Envision, design, create, and oversee the production of graphic arts materials for internal and external publications and the campus community including newsletters, booklets, brochures, flyers, posters, signs, displays, forms, charts, and other material as necessary.

Provide a variety of graphic and technical functions, including preparing layouts/drafts for review, design approval, and reproduction; setting up and operating equipment such as computers and computer peripherals.

Maintain current knowledge in graphic design trends; provide assistance and answer questions regarding various graphic design software programs; provide direction and assistance to faculty, department heads and staff regarding graphic design ideas; assist in preparing materials for submission to printers; ensure proper format.

Assist supervisor in maintaining the District supply store, including ordering supplies maintaining inventory, scheduling deliveries, tracking division usage and invoicing departments for reimbursement of supply costs.

Coordinate, oversee and perform technical work related to the operation of the central copy center; receive, review and schedule request orders for the duplication of instructional and administrative materials in relation to time requirements, project importance and cost effectiveness; operate duplication equipment as needed.

Train and provide work direction to student workers in the operation of automated duplication and high-speed bindery equipment; train students to work at the service window.

Plan and assign work schedules to students to assure the timely completion of quality work products; review incoming work and revise priorities as appropriate.

Oversee and coordinate the duplication and bindery of a wide variety of materials such as the Board Agenda, student services materials, instructional handouts, examinations and special project documents.

Operate and train assigned workers in the use of power bindery equipment, folder, cutter, collating, drilling, FAX machine, dry mount and laminating press and automated copiers.

Operate microcomputer equipment to compile statistical data from work orders; prepare and maintain periodic records related to production, inventory and student workers.

Provide technical assistance to administrators, faculty and staff regarding the completion of duplicating requests in the most cost-effective manner.

Operate and perform routine maintenance to power equipment in the copy center.

Receive and when appropriate resolve complaints from District personnel; provide information and assistance regarding available services and equipment and established regulations.

Perform secretarial and clerical duties in support of the supervisor.

Secondary Functions:

Perform job-related duties as assigned.

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

EDUCATION AND EXPERIENCE: Graduation from high school supplemented by technical training in copy center operation, including bindery and finishing work, layout and design of a variety of publications such as brochures, forms, booklets and other related publications utilizing desktop publishing software, training in clerical procedures and microcomputer applications and three years of clerical experience including one year experience in the operation of high speed copiers and two years of current computer based composing and text editing using desktop publishing software or any combination or training, experience, and/or education that provides the required knowledge, skills and abilities.

LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance

instructions, technical and procedure manuals and governmental regulations, such as copyright laws and postal regulations.

Ability to write routine reports and correspondence using correct English, grammar, spelling, punctuation and vocabulary.

Ability to verbally present information and department policies to staff, students and the general public.

MATHEMATICAL SKILLS:

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

Ability to compute rate, ratio, and percent.

Ability to prepare and maintain financial and statistical records.

REASONING ABILITY:

Ability to use independent judgment in solving practical problems dealing with a variety of variables and situations.

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

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Office management practices and procedures.

Work scheduling techniques and time management skills.

Health and safety regulations.

Principles of training and providing work direction.

Methods, processes, equipment, operation and equipment used in a production copying center.

Bindery and finishing techniques and equipment operation.

Basic graphic design and layout.

Record-keeping techniques.

Proper methods of storing equipment, materials and supplies.

Types of paper, supplies and toners used in a copying center.

- Comprehensive knowledge of graphics and computers.
- Modern office practices, procedures, and equipment including computers and applications software applications.
- Operating characteristics of relevant software applications including those related to desktop publishing.
- Perform technically complex duties requiring a comprehensive understanding of graphic arts involving the use of independent judgment and personal initiative.
- Review, evaluate, organize, prioritize and schedule work requests for duplication of instructional and administrative materials.
- Train and provide work direction to student workers.
- Process high volume workloads according to demanding schedules and timelines.
- Operate microcomputer equipment and software, including a variety of Desktop Publishing systems.
- Use chemical solvents, toners and cleaners safely.
- Work independently with minimal supervision.
- Operate high speed copiers and related bindery and finishing equipment to print and produce a variety of tests, flyers, handouts, forms, reports and other materials.
- Plan, organize, schedule and perform work effectively and efficiently within required time limits.
- Adjust, maintain and perform minor repairs to equipment.
- Learn copyright laws.
- Perform assigned work with speed and accuracy.
- Establish and maintain effective and cooperative working relationships with others.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Maintain records and files.
- Observe health and safety rules and regulations.

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand or sit for long periods of time; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; bend, stoop, kneel, or crouch; speak clearly enough to provide information to students and staff; and hear and understand voices over telephone and in person. An employee in this classification occasionally may be required to deliver materials to other campus locations.

Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 50 pounds.

Specific vision abilities required for positions assigned to this classification include close vision

(clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

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

The work assigned to this classification is typically performed in a centralized reprographics environment. While performing the duties of this classification, the employee regularly works near moving mechanical parts and is regularly exposed to fumes from ink or cleaning compounds, airborne particles from paper, and the risk of electrical shock from electronic equipment. While performing the duties of this classification, the employee works at a computer for long periods of time and is regularly exposed to frequent interruptions and the hazards of working with video display terminals including the risks of computer-generated video radiation. The work environment is very loud and noisy.

TL/zg

Board approved: _____

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: Veteran Certification Specialist

BASIC FUNCTION: Under direction of the **Director of Financial Aid**, perform a variety of complex duties independently and provide specialized assistance to students in the Office of Veterans Affairs. Organize, coordinate and oversee the activities and daily operation of the area. Assure compliance with District's educational policies, state matriculation guidelines and federal veterans regulations; prepare and maintain records, reports and statistical data related to veterans.

DISTINGUISHING CHARACTERISTICS: An employee assigned to this class reports directly to the Director of Financial Aid and performs specialized and complex work requiring previous work experience in student services.

REPRESENTATIVE DUTIES:

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

Comply with new federal reporting requirements for the Post 9/11 GI Bill.

Disburse funds to student accounts; direct pays for Bookstore and authorize refunds.

Prepare accounting spreadsheets to be compiled to comply with federal requirements.

Prepare detail of semester activity specific to courses reported to the VA versus courses not reported.

Organize, coordinate and oversee the activities and daily operations of the Office of Veterans Affairs.

Receive, review and process applications for G.I. Bill educational benefits through the Veterans Administration for veterans and eligible dependents; assure that applications are complete and accurate; certify under penalty of perjury that marriage and birth certificates submitted are true copies; establish eligibility of veterans and dependents according to established VA law.

Review and monitor the educational goals of each veteran in relation to current courses; notify and advise veterans on appropriate courses to take based on results of counseling appointment with VA Counselor.

Certify number of units, course dates, educational goal and total number of units accumulated toward that goal to the Veterans Administration; determine amount of benefits due.

Organize, schedule and conduct specialized workshops specifically designed for Veterans and

other targeted groups within the programs.

Provide specialized information to students regarding District policies and program requirements, regulations and restrictions in the assigned Veterans area.

Attend meetings, conferences, seminars and workshops to maintain current knowledge regarding program eligibility, requirements and regulations.

Communicate with District personnel, community organizations, government agencies and others to exchange information, coordinate activities and resolve issues.

Act as District's Certifying Official for certification purposes for VA documents.

Provide technical guidance and specialized information to students regarding District policies and program requirements, regulations and restrictions in the assigned student services area.

Coordinate counseling activities with the Veterans Counselor; advise counselor of VA regulations to assure veterans are not charged with an overpayment from the VA at a future date.

Disburse federal checks to qualified veterans according to VA regulations.

Recruit, interview, hire, train and dismiss student workers through the federally-funded VA work study program; develop work assignments and schedules; provide work direction to students and establish work priorities; sign and forward work time sheet to VA for payment on a monthly basis.

Interact with federal and State auditors; prepare federal reports as required.

Secondary Functions:

Perform job-related duties as assigned.

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

EDUCATION AND EXPERIENCE: Graduation from high school supplemented by college course work and three years of increasingly responsible clerical work including extensive public contact, including at least one year of student services experience or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities. Previous experience in Veterans Affairs work is desirable.

LANGUAGE SKILLS:

Ability to read, analyze, interpret, apply and explain financial and statistical reports, laws, rules, regulations, policies and procedures.

Ability to write information for reports or publication that conform to prescribed style and format.

Ability to effectively present information to top management, public groups, and/or the Board of Trustees and respond to common inquiries or complaints from students, other employees, regulatory agencies, or members of the community.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.

Ability to perform these operations using units of American money.

REASONING ABILITY:

Ability to interpret and apply State and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to solve practical problems and deal with variables in situations where only limited standardization exists.

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Day-to-day operations and activities of Veterans Affairs programs and services.

College curriculum and matriculation guidelines.

Financial and statistical recordkeeping techniques.

Scheduling and coordination of veterans certification services at a college.

District organization, operations, policies and objectives.

Office and facility management skills.

Modern office practices and procedures.

Laws, regulations and policies concerning the assigned student services area.

Interviewing and advising techniques.

Special needs, problems and concerns of the program participants.

Principles of training and providing work direction.

Work within complex, integrated Enterprise Resource Planning (ERP) systems.

Organize, coordinate and oversee the District's veterans certification program.

Provide specialized information and assistance to students in an assigned student services area.

Recruit, select, train, supervise, evaluate, and dismiss student and hourly assistants.

Maintain confidentiality of information and records.

Operate office equipment such as, adding machine, copier, automated telephone system and facsimile machine.

Operate an electronic keyboard accurately at an acceptable rate of speed.

Use word processing, spreadsheet and data base management computer software effectively.

Perform assigned work with speed and accuracy.

Establish and maintain effective and cooperative working relationships with others.

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

Observe health and safety rules and regulations.

Meet schedules and timelines.

Plan and organize time and work effectively.

Work independently with minimum supervision.

Keep abreast of trends, technological advances and changes in regulations applicable to assigned area.

Maintain comprehensive records and files according to legal guidelines.

Prepare statistical reports for regulatory agencies.

Work effectively with frequent interruptions.

Relate sensitively to students with special needs.

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to travel to other campus locations to attend meetings or conduct work. The employee in this position occasionally may be required to operate a motor vehicle to drive to other county locations or to conduct work at other campus locations. All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

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

The work assigned to this classification is typically performed in the Office of Veterans Affairs. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. While performing the duties of this classification, the employee frequently is occasionally exposed to outdoor weather conditions and vehicle traffic when driving to other locations. The work environment is moderately noisy.

Marlys Grodt & Associates - 1993

RDC/zg

Board approved: 6/19/96
Revised: 10/15/08, _____

**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:

10/28/09	Vendor Payment	11015952-11016055	\$206,362.81
10/29/09	Vendor Payment	11016056-11016129	\$ 11,069.50
11/02/09	Vendor Payment	11016130-11016136	\$ 2,894.72
11/04/09	Vendor Payment	11016137-11016169	\$ 66,695.95
11/04/09	Vendor Payment	11016170-11016177	\$172,573.36

Copies of the Warrant Listings are available at the Board Meeting and at the following locations: Office of the Superintendent/President, Office of the Vice President of Administrative & Business Services, and Library.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Susan Rinne
Interim Director, Fiscal Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000, ext. 4462

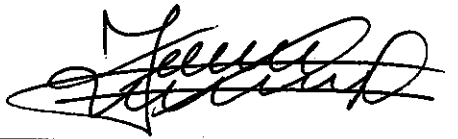
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 8 TO ROEBBELEN
CONTRACTING, INC., CONSTRUCTION OF VACAVILLE
CAMPUS – NEW CLASSROOM BUILDING

REQUESTED ACTION: APPROVE CHANGE ORDER

SUMMARY:

Board approval is requested for Change Order No. 8 to Roebbelen Contracting, Inc.'s base contract for the Vacaville Center - New Classroom Building. Revised contract amount is as follows:

Contract Award Amount	\$	14,059,000.00	
Prior Change Orders	\$	353,379.00	
Change Order No. 8	\$	42,733.00	
Total Change Orders	\$	396,112.00	2.8% of Contract Award Amount
Revised Contract Amount	\$	14,455,112.00	

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

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David V. Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

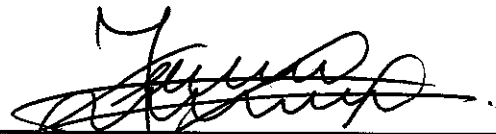
TELEPHONE NUMBER

Facilities

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

11/18/09 ROEBBELEN CONTRACTING, INC - VACAVILLE CAMPUS

PCO	Description	Negotiated Amount	Reason	CO
071	The project documents contained a conflict between an electrical outlet and a tall cabinet. The electrical outlet has already been roughed-in, and needs to be relocated. The Contractor was directed by the District to relocate the outlet.	\$ 1,388.00	Error/Omission	8
072	The District directed the Contractor to delete the irrigation and turf in the center roundabout, and provide power for two lights, as well as an auger for a flagpole (to be installed by the District). The District also directed the Contractor to install a conduit to a future entrance sign location.	\$ 6,741.00	Owner Request	8
073	The contract documents show a discrepancy between the security drawings and the electrical drawings. Two security cameras were not shown on the security drawings and therefore were not included in the contractor's bid. The Contractor was directed by the District to install the two cameras.	\$ 3,820.00	Error/Omission	8
074	Due to conflict between the three-way switches and lab equipment in the (2) science labs and (1) science prep room, several switches had to be relocated. The conduit has already been placed, as it was placed prior to the building slab being poured. The Contractor was directed, by the District to relocate the switches.	\$ 1,486.00	Error/Omission	8
075	Original contract documents showed "can" lighting over the main staircase in the lobby, which will not work in this application. The Contractor was directed, by the District to provide an alternate fixture.	\$ 1,339.00	Error/Omission	8
076	The Contract Drawings called out the incorrect framing dimensions for the windows at the south multi-use room wall. The Contractor was directed by the District to reframe the windows with the correct dimensions.	\$ 918.00	Error/Omission	8
077	Due to the location of existing AT&T services, the joint AT&T/PG&E gas trench required re-design. The Contractor was directed by the District to reroute the AT&T lines to the on-site vault box, including associated trenching, conduit placement, and backfill.	\$ 30,001.00	Agency Requirement	8
078	The Contractor was directed by the District to delete one power receptacle and one data drop at the study area, due to the conflict with the glass guardrail.	\$ (1,614.00)	Owner Request	8
079	The District directed the Contractor to delete the Room 132 (Lecture Prep) casework scope from the lecture hall prep room.	\$ (827.00)	Owner Request	8
080	The Contractor was directed by the District to delete the wall between the chair storage and the youth theatre storage in the multi-use room area.	\$ (519.00)	Owner Request	8
TOTAL		\$42,733		

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

TO: Members of the Governing Board

SUBJECT: **RENEWAL OF COUNTY CONTRACT WITH SMALL
BUSINESS DEVELOPMENT CENTER (SBDC)**

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano County has proposed renewing a contract with the Solano College Small Business Development Center (SBDC) to conduct training and provide technical assistance to small businesses in the county. The scope of work will include delivering training and one-on-one counseling (technical assistance) on doing business with government agencies and conducting a "Contracting with Solano County" workshop. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration (SBA) funding for the Small Business Development Center. The contract is for \$5,000 and effective for the period November 19, 2009 through June 30, 2010.

A copy of the service agreement is available in the Office of Administrative and Business Services and in the Office of the Small Business Development Center.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Charles Eason, Director
Small Business Development Center

PRESENTER'S NAME

360 Campus Lane, Suite 102
Fairfield, CA 94534

ADDRESS

(707) 864-3382

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

November 6, 2008
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

Solano Community College District

CONTRACTOR'S NAME

2. The Term of this Contract is:
November 19, 2009 through June 30, 2010

3. The maximum amount of this Contract is:
\$5,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

The parties have executed this Contract as of the ___ day of _____, 20__.

CONTRACTOR	COUNTY OF SOLANO
<u>Solano Community College District</u> CONTRACTOR'S NAME	_____ AUTHORIZED SIGNATURE _____ DATED
_____ SIGNATURE _____ DATED	<u>Michael D. Johnson, County Administrator</u> TITLE
<u>Dr. Jowel C. Laguerre, Superintendent/President</u> PRINTED NAME AND TITLE	<u>675 Texas Street, Suite 6500</u> ADDRESS
<u>4000 Suisun Valley Road</u> ADDRESS	<u>Fairfield</u> _____ <u>CA</u> <u>94533-6342</u> CITY STATE ZIP CODE
<u>Fairfield</u> _____ <u>CA</u> _____ <u>94534-3197</u> CITY STATE ZIP CODE	Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE _____ DATED
	Approved as to Form: _____ COUNTY COUNSEL _____ DATED

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

The purpose of this contract shall be to directly assist in the development of and outreach to Solano County small businesses in efforts to increase their economic viability in the County. In addition, it is expected of the Contractor to work with County staff to assist small businesses in learning how to successfully conduct business transactions with the County.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

During Fiscal Year 2009/10, the Solano College Small Business Development Center shall:

1. Contract with The Federal Technology Center to deliver four (4) no-cost seminars on how small businesses can do business with Federal, State, and Local governments. The following is list of proposed seminars:
 - a. Small Disadvantaged Business Certification
 - b. Responding to Proposals (RFPs)
 - c. Getting Started with Government Contracting
 - d. Marketing to the Government
2. The Federal Technology Center and Small Business Development Center counselors will deliver at least forty (40) hours of Technical Assistance (one-on-one counseling) to Solano County small businesses to assist them with securing government contracts, business planning, marketing, and financing.
3. Work with County purchasing staff to conduct a "Contracting with Solano County" workshop to educate Solano County businesses on the procurement process for doing business with the County. Tentatively the event is scheduled for May 2010.
4. Provide a summary report to the County for each seminar/workshop conducted that includes content, attendees and evaluation information.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Total compensation shall be five thousand dollars (\$5,000) payable upon submission of an invoice and summary report for each seminar/workshops conducted by Contractor, and upon approval of the County's representative.

Compensation for each seminar/workshops shall be paid at the following rates:

Federal Technology Center Seminars.....	\$250 per Seminar
Technical Assistance.....	\$75/hour of Counseling
Doing Business with Solano County Workshop.....	\$1,000

2. The Contractor shall not be entitled to nor receive from County any additional consideration, compensation or other remuneration for services rendered under this Agreement.
3. Upon submission of an invoice by Contractor, and upon approval of the County's representative, County shall pay Contractor in arrears for fees and expenses incurred conduction each seminar, up to the maximum amount provided for in paragraph 1. Each invoice must specify services rendered, date of service, accrued charges and include a summary report of attendees and their evaluations.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor 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 Contractor, Contractor's agents, representatives, employees or subcontractors.

B. 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, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) 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. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property
damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

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

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

F. Other Insurance Provisions

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

(1) The County of Solano, 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 Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor 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 Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor'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 Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. 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 County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

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

(5) County 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.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails

to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of

employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that all Contractor claims for payment or reimbursement by County will comply with the applicable Office of Management and Budget Circulars, particularly with respect to 2 CFR Part 225 and 2 CFR Part 230, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this Contract are deemed to be personal services.
- B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.
- C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

- A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

- A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.
- B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:
 - i. The County will be liable only for payment in accordance with the terms of this

Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under

investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

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

TO: Members of the Governing Board
SUBJECT: CITY OF FAIRFIELD RIGHT OF ENTRY AGREEMENT
REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for staff to execute the attached Right of Entry Agreement. For over a year, the city of Fairfield has been planning and organizing to move forward with their East-West Water Transmission Pipeline, Phase II Project. This will eventually require an easement approximately 20' wide running virtually along the entire southerly edge of the Fairfield campus property line and on and contiguous to the East-West parking lot roadway.

An appraisal is being accomplished to establish an independent value for the proposed easement property, but in the meantime the city has asked to be able to move ahead with the preliminary archaeological testing of the site, involving the sampling and examination of soil from approximately 20 locations within the site; thus, the need for a Right of Entry Agreement between the city of Fairfield and the District. This document has been negotiated and finalized by the attorneys of both parties. Attached is a copy of the agreement for Board review.

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

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

David Froehlich
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707.864.7176

TELEPHONE NUMBER

Maintenance and Operations

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

TEMPORARY REVOCABLE LICENSE RIGHT OF ENTRY AGREEMENT

This Temporary Revocable License Limited Right of Entry Agreement (the "Agreement") is made as of _____, 2009 between the CITY OF FAIRFIELD, a municipal corporation, whose address is 1000 Webster Street, Fairfield, CA hereafter referred to as "Licensee" and the SOLANO COMMUNITY COLLEGE DISTRICT, a community college district, whose address is 4000 Suisun Valley Road, Fairfield, CA 94534, hereafter referred to as "Licensor". The District or City is sometimes referred to herein below as "Party" and jointly referred to as "Parties".

RECITALS

A. Licensor is the owner in fee simple of certain real property generally described as 4000 Suisun Valley Road, County of Solano, State of California, commonly known as Assessor's Parcel No. 027-242-120 ("**District's Property**"), which is a portion of the Solano Community College property situated in Fairfield, California (hereafter referred to as the "**College Campus**"), all as more particularly described and depicted in Exhibit A, attached to this Agreement and hereby incorporated by reference, and depicted also on the plot plan attached hereto as Exhibit A-1 and hereby incorporated by reference.

B. The Parties are currently negotiating to determine whether Licensee may obtain an easement to install approximately one thousand eight hundred and fifty (1850') linear feet of a new thirty inch (30") diameter waterline within District's Property (the "**Waterline**") in accordance with approved plans and specifications, hereinafter referred to as the "**Project**."

C. Licensee desires to obtain a limited access temporary revocable license over only the District Property specifically described in Exhibit "A" and depicted on Exhibit A-1 from the Licensor for temporary construction purposes to perform preliminary testing relating to archaeological sampling on the District's Property to determine if the proposed easement area may be suitable for its purposes.

NOW THEREFORE, in consideration of the mutual premises contained herein, the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. LICENSE:

1.1. Grant of License: Licensor grants to Licensee a temporary license (hereafter referred to as "the License") for temporary construction access on the College Property to perform construction for:

- a. Limited soil sampling and archaeological sampling within the District's Property to determine soil type and if any archeological findings exist within proposed easement area.

The License is a personal revocable privilege only for the purpose of the construction and testing listed above. Licensee may not use the District's Property for any other purpose or business without obtaining Licensor's prior written consent. The License given to

Licensee is non-exclusive. Licensor retains the right to use the District Property for any purpose, including the rights to give other licenses in the District Property to third parties.

1.2 Assignment of License: This License is personal to the Licensee and shall not be assigned. Any attempt to assign the License shall automatically terminate it. No legal title or leasehold interest in the Property is created or vested in Licensee by the grant of this License.

1.3 Revocation of License: The License is a revocable license to the Licensee and may be revoked at any time by Licensor at will, without cause. In the event Licensor exercises its right to revoke the License, Licensor shall give forty eight (48) hours verbal or written notice to Licensee of its intention to revoke the License. Notwithstanding the above, the License shall automatically terminate and be revoked three months after the date of this Agreement or when the construction and testing listed above is complete, whichever occurs first. Licensor and Licensee may extend this License for an additional three month period only by mutual written agreement properly executed by both parties. In no event may this License be extended for periods of time which are more than three months in duration. If any extended License is not subsequently extended for an additional three month period by mutual written agreement then the License shall automatically terminate and be revoked three months after the date of the written extension.

1.4 Termination of Occupancy: After receipt of notice of termination of the License from Licensor or at the time when the License automatically terminates listed above in Section 1.3, whichever occurs first, Licensee shall remove all of Licensee's personal property, including, but not limited to, goods, debris, barriers, construction supplies or materials, equipment, or other items related to construction and testing from the District's Property and shall surrender possession of the District Property to Licensor in good order and repair to the satisfaction of Licensor. Licensee warrants and agrees to replace or repair any damaged property located within the District Property, including, but not limited to, damages to fencing, irrigation, landscaping, underground utility lines or services, portland cement concrete, sidewalks, walkways, curbs and gutters, asphaltic concrete, or other roadway surfaces, and all other damaged or faulty items on the District Property (hereafter referred to as the "Warranty work"). All repairs or replaced items shall be installed in a workmanlike quality according to industry standards or to the condition of the damaged item prior to the damage, whichever quality is greater, and shall fully comply with all applicable laws and building codes. Licensee hereby warrants that the workmanship and materials to be installed for all repaired or replaced property shall be without fault or defect for a period of three (3) years after acceptance of the repaired or replaced work by Licensor. Licensee agrees that it will, upon notice from Licensor or its assigns, immediately and without delay, at its own cost and expense, repair or replace any defects due to faulty work or materials arising during said warranty period. This warranty is expressly made for the benefit of Licensor, and its assigns, and shall be enforceable by any one or more of them. Nothing contained herein shall be deemed to limit Licensee's liability or responsibility for faulty materials or workmanship, or for latent or patent defects in the work, or to limit any statutory or implied warranties, or any

other rights or remedies by Licensor. The requirements of this paragraph shall survive the completion of the work or the termination of this Agreement or the License.

2. INDEMNITY/INSURANCE/ SAFETY RULES:

2.1 Indemnity: To the fullest extent permitted by law, Licensee agrees to defend (with counsel acceptable to Licensor), indemnify and hold the Licensor harmless from and against all loss, damage, liability, expense, cost, claim or lien arising out of injury to, whether bodily injury and/or personal injury, or death of persons, including, but not limited to, injury or death of any employee or invitee of Licensor, Licensee or Licensee's subcontractors, agents, or independent contractors, or loss of use or damage to property, arising out of, or relating in any way, directly or indirectly, to (i) the License or (ii) the use of the District Property by Licensee or Licensee's subcontractors, agents, employees, or independent contractors, or (iii) obligations under this Agreement or, (iv) licensee's breach or default of its obligations hereunder, regardless of the active or passive negligence of Licensor, except to the extent that such indemnity is void or unenforceable at law and except for any loss, damage, liability, expense, cost, or claim where such liability is the result of the sole negligence or willful misconduct of the Licensor. Licensee represents and warrants to Licensor that it shall include in all agreements with its subcontractors, agents, employees, and independent contractors who enter the District's Property under this license, clauses similar to this paragraph wherein the Licensee's subcontractors, agents, employees, and independent contractors agree to indemnify Licensor against all loss, damage, liability, expense, costs relating to the use, access, or work done relating to this License or the District's Property.

Licensee's duty to defend Licensor is entirely separate from, independent of Licensee's duty to indemnify Licensor, including without limitation, the defense of Licensor against claims for which Licensor may be strictly liable, and applies whether the issue of Licensee's negligence, breach of contract or other fault or obligation has been determined. It is the intention of the Licensee and Licensor that Licensor shall be entitled to obtain summary adjudication of Licensee's duty to defend Licensor at any stage of any claim or suit under this Section.

2.2 Insurance: Licensee, Licensee's subcontractors, agents, and independent contractors shall, at its sole expense, procure, carry and maintain in full force insurance on all of its operations as follows: Workers Compensation, Business Automobile Liability, Professional Liability, and Comprehensive General Liability insurance policies, naming Licensor, its agents and employees, as additional insured in an amount not less than \$1,000,000.00 per occurrence. The insurance for general liability shall cover all operations of Licensee and Licensee's subcontractors, agents, and independent contractors and shall be evidenced by Licensee's and Licensee's subcontractors, agent, and independent contractors delivery to the Licensor of an endorsement form CG 2010 11/85 or its equivalent or CG2026 11/85 or its equivalent naming Licensor and Licensor's officer's agents, invitees, and employees as additional insured. The insurance shall cover all operations of Licensee. The additional insured endorsement shall provide that there will be no cancellation, reduction, or modification without thirty (30) days prior

written notice to Licensor. All policies and additional insured endorsements shall stipulate that the insurance afforded for the Licensor, and their officers and employees shall cover the workmanship of the Licensee and shall be primary insurance and that any insurance carried by the Licensor shall be deemed excess and not contributory insurance. The Licensee and Licensee's subcontractors, agents, employees, and independent contractors shall not enter the District Property area under this Agreement until the requirements of this Section have been complied with and the Licensee has supplied a written additional insured certificate and endorsement to the Licensor covering the Licensee and all Licensee's subcontractors, agents, invitees and independent contractors.

2.3 Safety Rules: Licensee and Licensee's subcontractors, agents, and independent contractors shall perform all testing and construction, Warranty work and use the District Property under the License in accordance with all federal, state, and local safety requirements, including without limitation OSHA and CAL-OSHA requirements as may be amended from time to time (such requirements being all collectively referred to as the "Safety Rules"), taking all necessary and reasonable precautions to protect the District Property, College Campus, adjacent properties, all Warranty work or any other work performed relating to the use of the License, workers, Licensee's employees, Licensee's subcontractors or their employees, Licensor and their agents, invitees and employees, and the public. While entering onto or working on the District Property, all Safety Rules, no matter what the source, shall be strictly observed. Failure to observe any Safety Rules, no matter what the source, may result, at the option of Licensor, in the revocation of the License under Section 1.3 above and the termination of occupancy under Section 1.4 above.

Licensee shall at its own cost and expense protect its own employees, employees of Licensor, and all others from risk of death, injury or bodily harm arising out of or in any way connected with the Warranty work or use of the District Property. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold the Licensor harmless from any liability, loss, cost, damage or expense, including attorney fees, which Licensor may suffer or incur as a result of any cause of action, proceeding, citation or Warranty work stoppage arising out of or in any way connected with the alleged violation by Licensee or Licensee's subcontractors, agents, employees, or independent contractors of any such Safety Rule.

3. MISCELLANEOUS PROVISIONS:

3.1 Agreement Nonassignable: This Agreement shall not be assigned. Any purported assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

3.2 Attorney Fees: If any legal action or proceeding arising out of or relating to this Agreement or arising from any other action relating to the use of the District Property or License is brought by either party to this Agreement, whether brought in tort, equity or contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, all attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

- 3.3 Entire Agreement:** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee relating to the above License and use of the District Property by Licensee or its subcontractors, agents, employees, or independent contractors.
- 3.4 Binding Effect:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Licensor and Licensee, except as otherwise provided in this Agreement.
- 3.5 Governing Law:** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California. This Agreement and the language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against Licensee or Licensor. Licensor and Licensee have had a chance to review this Agreement with their respective attorney's and have either done so or declined to do so.
- 3.6 Severability:** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms shall remain in full force and effect and shall not be affected.
- 3.7 Notices:** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:
- To Licensee: City of Fairfield
1000 Webster Street
Fairfield, California 94533
- To Licensor: Solano Community College District
4000 Suisun Valley Road
Suisun, CA 94585
Attn: David Froehlich
- 3.8 Modifications:** Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Licensor and Licensee. Licensor and Licensee each agree that they will make no claim at any time that this Agreement has been orally amended or modified.
- 3.9 Other documents:** The following drawings, specifications, and other documents are incorporated into this Agreement:

3.9.1 "Exhibit A" District Property description and "Exhibit A-1" detailed drawing indicating the District Property and boundary limits of License.

3.10 **Time is of the Essence:** Time is of the essence in the performance of the obligations of Licensee under this Agreement including, but not limited to, Licensee's testing and construction, Warranty work and any use of the District Property under this License.

3.11 **Headings:** The headings in this contract are inserted for convenience only and shall not affect the meaning of any provision of this Agreement.

3.12 **Licensing of Contractors:** Contractors, including the Licensee identified herein, and the Licensee's subcontractors and independent contractors are required by law to be licensed and regulated by the Contractors State License Board. All contractors or persons performing any Warranty work or entering the College Property to perform construction work relating to the College Property or Fairfield Property shall be properly licensed at all times by the Contractors State License Board.

3.13 **Waivers:** Any deviation from, or waiver of, any provision of this Agreement, shall not be deemed a continuing deviation or waiver. All waivers must be in writing and signed by both the Licensee and Licensor. No oral waiver shall be valid and shall be automatically null and void.

3.14 **Effective Date:** The effective date of this Agreement shall be the last date that the Solano Community College Board and the Licensee approve and sign this Agreement.

3.15 **Legal Duties Deemed Incorporated:** All duties and responsibilities that apply to Licensee under law and which are not expressly referred to in this Agreement are hereby deemed incorporated into and made a part of this Agreement.

3.16 **Surviving Provisions:** In the event of termination of this Agreement for any reason or the expiration of the Term of this Agreement or any extension thereto, the parties agree that (1) all representations and warranties made under this Agreement; (2) all indemnification and defense duties by the Licensee for the benefit of the Licensor; and (3) any and all additional insured endorsements and provisions by the Licensee for the benefit of the Licensor set forth in this Agreement or in any additional insured endorsement or certificate for the benefit of the Licensor for any claims, demands, losses, costs or expenses, which may arise relating to the Licensee's use of the District Property by the Licensee or its agents, contractors, employees, invitees, licensees, guests, or successors shall survive the expiration of this Agreement.

3.17 **City Manager and District President Authority:** The Parties agree that upon execution of this Agreement, the City Manager, or his designee, and the District President, or his designee, shall have full authority to carry out all terms and conditions of this Agreement, negotiate for the renewal of this Agreement, and do any and all other necessary or required processes to fully implement this Agreement or any extension thereto.

The parties further agree to and shall execute and deliver to the other any such further instruments and perform any such further acts as may be reasonably requested and which are reasonably required to carry out the intent and purposes of this Agreement.

3.18 Effective Date: The effective date of this Agreement shall be the last date that the Solano Community College Board approves, adopts and execute this Agreement following execution, adoption and signature by the Licensee.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year of the Effective Date of this Agreement. This Agreement is executed in Fairfield, CA and all of the above terms and conditions have been read and agreed to by:

LICENSOR:

Solano Community College District:

Signature of Licensor: _____

Print Name and Title: _____

Approved by the Solano Community College Board on _____, 2009.

LICENSEE:

City of Fairfield:

Signature of Licensee: _____

Print Name and Title: _____

EXHIBIT "A" TO RIGHT OF ENTRY AGREEMENT

DESCRIPTION OF PROPERTY SUBJECT TO TEMPORARY REVOCABLE LICENSE

Temporary revocable license over the real property described as in Book 1462 of Solano County Records at Page 534, and as recorded in Book 10 of Surveys at Page 62, SCR, said revocable license area being a 20 foot wide strip more particularly described as follows:

Commencing at the southwest corner of the Lands of Solano County Junior College District also being on the east right-of-way line of Suisan Valley Road and also being on the northwest corner of the Lands of Neitzel as shown on said 10-RS-62 in Fairfield; Thence North 20°37'01" East along the west property lines of the Lands of Solano County Junior College District 19.79 feet to the Point of Beginning; Thence North 71°39'49" East 27.17 feet; Thence South 68°51'26" East 57.14 feet; Thence South 73°51'26" East 111.82 feet; Thence South 51°21'26" East 72.26 feet; Thence South 73°51'26" East 1291.37 feet; Thence South 76°19'46" East 174.73 feet; Thence South 73°50'21" East 116.13 feet to the east property line of the Lands of Solano County Junior College District; Thence proceeding northeasterly along the said property line North 18°02'22" East 20.01 feet; Thence leaving said easterly property line North 73°50'54" West 117.66 feet; Thence North 76°19'46" West 174.30 feet; Thence North 73°51'26" West 1286.96 feet; Thence North 51°21'26" West 72.26 feet; Thence North 73°51'26" West 114.92 feet; Thence North 68°51'26" West 63.45 feet; Thence South 71°39'49" West 18.18 feet to the west property line of the Lands of Solano County Junior College District; Thence proceeding along said west property line South 20°37'01" West 25.72 feet to the Point of Beginning.

Said revocable license area being 20 feet in width and lying northerly of the south property line of the Lands of Solano County Junior College District shown. This revocable license area contains 0.85 Acres more or less.

SOLANO COMMU.
0027-242-120

NO. CALIFORNIA LABORERS' SPTF LLC
0027-360-080

Archaeological Excavation Transect

STA: 61+91.23
OFFSET: 35.13

STA: 62+57.90
OFFSET: 75.13

STA: 59+27.30
OFFSET: 17.76

STA: 59+26.95
OFFSET: 32.57 L

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: ISSUE REQUEST FOR PROPOSAL (RFP) FOR THE
DISTRICT FOOD SERVICE CONTRACT

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for the District to issue a Request for Proposal (RFP) for the food service contract. The current contract with Fresh & Natural Food Service Group expires June 30, 2010. With Board approval, the District signed a contract in 2005 for a three-year term and granted two contract extensions of one year each.

The District plans to advertise and solicit RFPs from vendors to provide cafeteria and catering services for a three-year term from July 1, 2010 to June 30, 2013. The District expects potential bidders to present a comprehensive program for the management of its food service operations. The bidders will be evaluated on several levels relative to menu quality and variety; company qualifications and experience; its financial proposal; and customer satisfaction from other clients.

The District's Food Services Committee is involved in the process and is assisting the Business Services Office with coordinating the process. The RFP is provided to the Board under separate cover. A copy may be obtained at the Office of the Vice President of Administrative & Business Services.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Shirley Lewis, J.D.
Dean, Student Development and Outreach

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7168

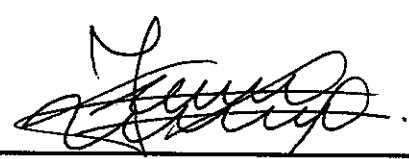
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

November 6, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

November 6, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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

TO: Members of the Governing Board
SUBJECT: CONSIDERATION OF SABBATICAL LEAVES
REQUESTED ACTION: APPROVAL

SUMMARY:

The Sabbatical Leave Committee recommends that the following instructors be granted Sabbatical Leaves for the 2010-2011 academic year.

Mary Gumlia - Fall 2010	\$14,985.60
George Maguire - Fall 2010	\$14,985.60
Marianne Flatland - Spring 2011	\$14,985.60
Gene Thomas - Spring 2011	\$14,985.60
<u>TOTAL</u>	\$59,942.40

The additional cost to SCCD is estimated for adjunct faculty at the median hourly rate of \$62.44.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Robin L. Steinback, Ph.D.
Vice President of Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7226

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



JOWEL C. LAGUERRE Ph.D.
Superintendent/President

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: REQUEST FOR APPROVAL OF CURRICULUM ACTIONS
AS SUBMITTED BY THE CURRICULUM COMMITTEE, A
SUBCOMMITTEE OF THE ACADEMIC SENATE**

REQUESTED ACTION: APPROVAL

SUMMARY:

During the month of October 2009, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Erin Duane, Chair, Curriculum Committee
Robin L. Steinback, Ph.D.
Vice President Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7226

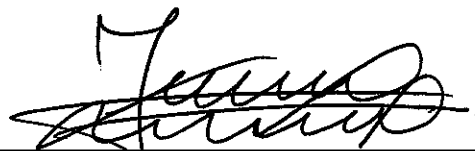
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the month of October 2009, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

FINE AND APPLIED ARTS/BEHAVIORAL SCIENCE CURRICULUM REVIEW

Course Modifications

(CP-09-137) ART 001 – Art History – Change in method of instruction, catalog description, methods of evaluating student achievement, reading assignments, writing assignments, other assignments, and textbooks.

(CP-09-138) ART 002 – Art History – Change in method of instruction, catalog description, student performance objectives, methods of evaluating student achievement, reading assignments, writing assignments, content outline, and textbooks.

(CP-09-139) ART 003 – World Art – Change in other assignments, content outline, and textbooks.

(CP-09-140) ART 004 – Life Drawing – Change in units, total weekly hours, catalog description, reading assignments, and textbooks.

(CP-09-141) ART 005 – Life Drawing – Change in units, total weekly hours, student performance objectives, reading assignments, writing assignments, other assignments, and textbooks.

Revalidation: Prerequisite = ART 004.

(CP-09-142) ART 006 – Design Principles in 2-Dimensions – Change in units, total weekly hours, and textbooks.

Advisory = SCC minimum English standards.

(CP-09-143) ART 007 – Design-Color – Change in units and total weekly hours.

(CP-09-144) ART 008 – Design Principles in 3-Dimensions – Change in units, total weekly hours, method of instruction, content outline, and textbooks.

(CP-09-145) ART 010 – Art Appreciation – Change in catalog description, student performance objectives, methods of evaluating student achievement, reading assignments, writing assignments, other assignments, content outline, and textbooks.

(CP-09-146) ART 011 – Survey of Modern Art – Change in method of instruction, methods of evaluating student achievement, reading assignments, content outline, and textbooks.

(CP-09-147) ART 012 – Inside/Outside: The Cultures and Identities of Visual Artists in a Diverse America – Change in method of instruction, catalog description, writing assignments, other assignments, content outline and textbooks.

(CP-09-148) ART 014 – Introduction to Drawing – Change in units, total weekly hours, reading assignments, and textbooks.

(CP-09-149) ART 015 – Intermediate Drawing – Change in units, total weekly hours, writing assignments, other assignments, and textbooks.

(CP-09-150) ART 016 – Beginning Painting – Change in units, total weekly hours, and textbooks.

(CP-09-151) ART 017 – Acrylic and Oil Painting – Change in units, total weekly hours, and textbooks.

Advisory = SCC minimum English and Math standards.

(CP-09-152) ART 018 – Acrylic and Oil Painting – Change in units, total weekly hours, course advisory, content outline, and textbooks.

Revalidation: Prerequisite = ART 017.

Advisory = SCC minimum English and Math Standards.

(CP-09-153) ART 019 – Figure Painting – Change in units, total weekly hours, catalog description, and textbooks.

(CP-09-154) ART 020 – Landscape Drawing and Painting—Reflections of Nature – Change in units, total weekly hours, repeatability, and textbooks.

Repeatability = Repeatable 3 times.

(CP-09-155) ART 021 – Watercolor – Change in units, total weekly hours, and textbooks.

(CP-09-156) ART 022 – Watercolor – Change in units, total weekly hours, and textbooks.

Revalidation: Prerequisite = ART 021.

(CP-09-157) ART 023 – Introduction to Ceramics: Hand Building – Change in units, total weekly hours, other assignments, and textbooks.

Advisory = SCC minimum English standard.

(CP-09-158) ART 024 – Intermediate Ceramics: Hand Building – Change in units, total weekly hours, course advisory, and textbooks.

Revalidation: Prerequisite = ART 023.

Advisory = SCC minimum English standard.

(CP-09-159) ART 025 – Ceramic Design and Decoration: Hand Building Methods – Change in units, total weekly hours, other assignments, and textbooks.

Revalidation: Prerequisite = ART 024.

Advisory = SCC minimum English standard.

(CP-09-160) ART 026 – Introduction to Ceramics: Wheel Throwing Techniques – Change in units, total weekly hours, and textbooks.

Advisory = SCC minimum English standard.

(CP-09-161) ART 027 – Intermediate Ceramics: Wheel Throwing Techniques – Change in units, total weekly hours, and textbooks.

Revalidation: Prerequisite = ART 026.

Advisory = SCC minimum English standard.

(CP-09-162) ART 028 – Ceramic Design: Wheel Throwing Techniques – Change in units, total weekly hours, and textbooks.

Revalidation: Prerequisite = ART 027.

Advisory = SCC minimum English standard.

(CP-09-163) ART 029 – Raku Pottery – Change in units, total weekly hours, prerequisites, course advisory, catalog description, other assignments, content outline, and textbooks.

Revalidation: Prerequisite = none.

Advisory = ART 023 or 026 (one college level ceramics course). SCC minimum English standard.

(CP-09-164) ART 031 – Sculpture – Change in units, total weekly hours, and textbook.

Advisory = SCC minimum English standard.

(CP-09-165) ART 032 – Sculpture: Human Figure – Change in units, total weekly hours, and textbooks.

Advisory = SCC minimum English standard.

(CP-09-166) ART 033 – Intermediate Sculpture – Change in units and total weekly hours.

Revalidation: Prerequisite = ART 031 or ART 032 or ART 034.

Advisory = SCC minimum English standard.

(CP-09-167) ART 034 – Ceramic Sculpture – Change in units, total weekly hours, and textbook.

(CP-09-168) ART 035 – Wood-Fired Ceramics – Change in units, total weekly hours, method of instruction, prerequisites, course advisory, catalog description, other assignments, content outline and textbook.

Revalidation: Prerequisite = none.

Advisory = SCC minimum English and Math Standards; ART 023 or 026 (one college level ceramics course).

(CP-09-169) ART 037 – Clay and Glazes for the Ceramic Artist – Change in units, total weekly hours, and textbook.

Revalidation: Prerequisite = ART 023 or ART 026 or equivalent.

(CP-09-170) ART 038 – Introduction to Printmaking – Change in units, total weekly hours, catalog description, student performance objectives, reading assignments, other assignments, content outline, and textbooks.

(CP-09-171) ART 039 – Etching and Engraving: Line Techniques – Change in units, total weekly hours, and textbooks.

(CP-09-172) ART 040 – Etching and Engraving: Tone – Change in units, total weekly hours, and textbook.

Advisory = SCC minimum English standard.

(CP-09-173) ART 041 – Etching and Engraving: Color – Change in units, total weekly hours, course advisory, and textbooks.

Advisory = SCC minimum English and Math Standards.

(CP-09-174) ART 042 – Printmaking, Silkscreen – Change in course title, units, total weekly hours, course advisory, catalog description, student performance objectives, methods of evaluating student achievement, writing assignments, content outline, and textbooks.

(CP-09-175) ART 043 – Printmaking: Relief Printing, Including Woodcut – Change in units, total weekly hours, course advisory, catalog description, writing assignments, other assignments, and textbooks.

(CP-09-176) ART 049 – Honors – Change in units, total weekly hours, and repeatability.

Revalidation: Prerequisite = Completion of 24 units of college credit with a minimum GPA of 3.3; a minimum of 5 units in the discipline with a grade of "B" or better; an ability to work independently; and permission of the Division Dean based on instructor availability.

(CP-09-177) ART 052 – Lettering and Layout – Change in units, total weekly hours, student performance objectives, writing assignments, content outline, and textbooks.

(CP-09-178) ART 054 – Illustration I – Change in units, total weekly hours, methods of evaluating student achievement, writing assignments, and textbooks.

(CP-09-179) ART 055 – Illustration II – Change in units, total weekly hours, and textbooks.

Revalidation: Prerequisite = ART 054 or equivalent as determined by portfolio review.

(CP-09-180) ART 056 – Graphic Design I – Change in units, total weekly hours, writing assignments, content outline, and textbooks.

(CP-09-181) ART 057 – Graphic Design II – Change in units, total weekly hours, repeatability, catalog description, student performance objectives, and textbooks.

Repeatability = Repeatable 2 times.

(CP-09-182) ART 058 – Clothed Figure – Change in units, total weekly hours, and textbook.

(CP-09-183) ART 060 – Exhibition Design – Change in units, total weekly hours, and textbooks.

(CP-09-184) ART 061 – Collage & Assemblage – Change in units, total weekly hours, catalog description, other student assignments, content outline, and textbooks.

(CP-09-185) ART 064 – Monotype/Monoprint – Change in units, total weekly hours, and textbooks.

(CP-09-186) ART 065 – Book Making – Change in units, total weekly hours, and textbooks.

(CP-09-187) ART 100 – Color and Mixed Media Drawing – Change in units, total weekly hours, student performance objectives, and textbooks.

(CP-09-188) ART 145 – Portrait Drawing and Painting – Change in units, weekly hours, and textbooks.

(CP-09-79) CINA 015 – Film Production – Change in catalog description, student performance objectives, methods of evaluating student achievement, and content outline.

Revalidation: Prerequisite = CINA 010 (may be taken concurrently).

(CP-09-80) CINA 016 – Film Production – Change in prerequisites, catalog description, methods of evaluating student achievement, content outline, and textbooks.

Revalidation: Prerequisite = CINA 015.

(CP-09-189) ECE 050 – Violence and Its Impact on Children and Their Families – Change in method of instruction and textbooks.

(CP-09-190) ECE 062 – Introduction to Early Childhood Education – Change in reading assignments, writing assignments, and textbooks.

(CP-09-191) ECE 065 – Early Childhood Education Practicum I – Change in corequisite, prerequisites, course advisory, catalog description, methods of evaluating student achievement, and textbooks.

Revalidation: Prerequisite = ECE 062.

Prerequisite = ECE 063 (may be taken concurrently).

Other catalog information = During the first week of enrollment, students will be required to be fingerprinted and cleared through Department of Justice and have a negative TB skin test at the District's expense.

(CP-09-192) ECE 066 – Early Childhood Education Practicum II – Change in corequisite, methods of evaluating student achievement, and textbooks.

Revalidation: Prerequisite = ECE 65.

Other catalog information = During the first week of enrollment student will be required to be fingerprinted and have a TB test at the District's expense.

(CP-09-193) ECE 067 – Early childhood Education Field Practice – Change in prerequisites, catalog description, methods of evaluating student achievement, writing assignments, other assignments, and textbooks.

Revalidation: Prerequisite = ECE 065.

(CP-09-194) ECE 070 – Science for Early Childhood Education – Change in units, method of instruction, other assignments, and textbooks.

Revalidation: Prerequisite = ECE 062: HUDV 038 (may be taken concurrently).

(CP-09-195) ECE 071 – Language and Literature for ECE – Change in prerequisites, catalog description, student performance objectives, methods of evaluating student achievement, writing assignments, other assignments, content outline, and textbooks.

Prerequisite = HUDV 038 (may be taken concurrently).

(CP-09-196) ECE 072 – Art for Early Childhood – Change in student performance objectives, methods of evaluating student achievement, and textbooks.

(CP-09-197) ECE 073 – Music for Early Childhood – Change in student performance objectives, reading assignments, content outline, and textbooks.

(CP-09-198) ECE 075 – Care of Infants and Toddlers – Change in course title, method of instruction, catalog description, student performance objectives, reading assignments, content outline, and textbooks.

(CP-09-199) ECE 076 – Programs for Two-Year-Olds – Change in course title, method of instruction, catalog description, student performance objectives, methods of evaluating student achievement, other assignments, content outline, and textbooks.

(CP-09-200) ECE 079 – Adult Supervision: The Mentor Teacher – Change in prerequisites, course advisory, catalog description and textbooks.

(CP-09-201) ECE 080 – Early Childhood Administration – Change in total weekly hours, method of instruction, catalog description, methods of evaluating student achievement, and textbooks.

(CP-09-202) ECE 081 – Early Childhood Staff Supervision – Change in method of instruction, prerequisites, catalog description, student performance objectives, reading assignments, and textbooks.

Revalidation: Prerequisite = HUDV 038, HUDV 050, and ECE 062

Advisory = Completion of ENGL 001.

(CP-09-203) ECE 085 – Educational Games – Change in other assignments and textbook.

Action on course.

(CP-09-206) HUDV 038 – Child Development – Change in method of instruction, student performance objectives, methods of evaluating student achievement, reading assignments, and textbooks. Action on online form.

(CP-09-207) HUDV 039 – School Years and Adolescent Development – Change in method of instruction, content outline, and textbook.

(CP-09-208) HUDV 040 – Family Relationships – Change in method of instruction, catalog description, student performance objectives, methods of evaluating student achievement, reading assignments, and textbooks.

(CP-09-209) HUDV 050 – Child, Family and Community – Change in method of instruction, catalog description, student performance objectives, methods of evaluating student achievement, reading assignments, writing assignments, other assignments, and textbook.

Advisory = Completion of ENGL 001.

(CP-09-210) HUDV 053 – Child Development in a Multi-Ethnic Society – Change in course title, method of instruction, catalog description, student performance objectives, reading assignments, content outline and textbooks.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-211) HUDV 070 – Lifespan Human Development – Change in writing assignments, other assignments, content outline, and textbook. Action on online form.

(CP-09-81) HS 051 – Introduction to Human Services – Change in method of instruction, catalog description, writing assignments, and textbooks.

(CP-09-82) HS 053 – Serving Special Populations – Change in method of instruction, reading assignments, writing assignments, and textbooks.

(CP-09-83) HS 055 – Introduction to Case Management – Change in method of instruction and textbooks.

Revalidation: Prerequisite = COUN 062.

(CP-09-213) INTD 050 – Interior Design – Change in method of instruction, reading assignments, and textbook.

(CP-09-214) INTD 051 – Materials and Techniques – Change in method of instruction, prerequisite, catalog description, writing assignments, other assignments, and textbook.

Prerequisite = INTD 050.

(CP-09-215) INTD 052 – Drafting & Perspective Drawing for Interiors – Change in total weekly hours and textbooks.

(CP-09-216) INTD 055 – Advanced Interior Design – Change in method of instruction and textbooks.

Revalidation: Prerequisite = INTD 050, 051, 052, 053.

(CP-09-84) NUTR 010 – Nutrition – Add online form; textbook change only. Action on online form.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-85) NUTR 012 – Evaluating Current Topics in Nutrition – Change in units, total weekly hours, writing assignments, and textbooks. Action on online form.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-86) PHOT 030 – Beginning Photography – Change in course advisory, catalog description, other catalog information, and textbook.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-87) PHOT 031 – Intermediate Photography – Change in prerequisites, course advisory, catalog description, other catalog information, and textbooks.

Prerequisite = or PHOT 070.

Revalidation: Prerequisite = PHOT 030.

(CP-09-88) PHOT 035 – Art of Photography – Change in course advisory, catalog description, other catalog information and textbook.

(CP-09-89) PHOT 052 – Creative Photography – Change in course title, prerequisite, course advisory, repeatability, catalog description, other catalog information, and textbook.

Prerequisite = or PHOT 070.

Revalidation: Prerequisite = PHOT 030.

(CP-09-90) PHOT 056 – Photojournalism & Documentary Photography – Change in prerequisite, repeatability, catalog description, other catalog information and textbook.

Prerequisite = or PHOT 070.

Revalidation: Prerequisite = PHOT 030.

Advisory = Eligibility for ENGL 001.

(CP-09-91) PHOT 070 – Beginning Digital Imaging – Change in course title, catalog description, other catalog information, and textbooks.

(CP-09-92) PHOT 071 – Digital Imaging 1 – Change in prerequisite and textbooks.

Revalidation: Prerequisite = PHOT 070.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-93) PHOT 099 – Photography Honors – Change in units and total weekly hours.

Revalidation: Prerequisite = Completion of 24 units of college credit with a minimum GPA of 3.3; a minimum of 5 units in the discipline with a grade of "B" or better; an ability to work independently; and permission of the Division Dean based on instructor availability.

(CP-09-94) PHOT 148 – Photography Laboratory – Change in course number, units, applicability, total weekly hours, co-requisite, repeatability, and textbook level.

Revalidation: Co-requisite = Concurrent enrollment in any SCC Photography course excluding PHOT 035.

(CP-09-95) PHOT 151 – Professional Photography: Introduction – Change in prerequisite, other catalog information, and textbooks.

Prerequisite = or PHOT 070.

Revalidation: Prerequisite = PHOT 030.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-96) PHOT 152 – Professional Photography: Portraiture – Change in prerequisites and other catalog information.

Prerequisite = or PHOT 070.

Revalidation: Prerequisite = PHOT 030.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-97) PHOT 153 – Professional Photography: Product and Advertising – Change in prerequisite, other catalog information, and textbooks.

Prerequisite = or PHOT 070.

Revalidation: Prerequisite = PHOT 030.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-98) PHOT 154 – Professional Photography: Interior & Exterior – Change in prerequisite, other catalog information, and textbooks.

Prerequisite = or PHOT 070.

Revalidation: Prerequisite = PHOT 030.

Advisory = Eligibility for ENGL 001 and minimum Math standards

(CP-09-99) PHOT 155 – Professional Photography: Travel Photography – Change in units, course advisory, repeatability, other catalog information, reading assignments, and textbooks.

Advisory = SCC minimum English and Math Standards, PHOT 030 or 035 or 070.

(CP-09-67) PSYC 001 – Introduction to Psychology: Individual and Social Processes – Change in course title, catalog description, student performance objectives, methods of evaluating student achievement, reading assignments, writing assignments, other student assignments, content outline, and textbooks.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-68) PSYC 002 – Introduction to Psychology: Biological Bases of Behavior – Change in course title and textbooks.

Advisory = Eligibility for ENGL 001 and SCC minimum Math standards.

(CP-09-73) PSYC 030 – Introduction to Social Psychology– Change in method of instruction, catalog description, student performance objectives, and textbooks.

(CP-09-218) SPCH 049 – Speech Honors – Change in units, total weekly hours, prerequisites, and repeatability.

Revalidation: Prerequisite = Completion of 30 or more units of transferable college credit including 6 units of transferrable speech; English 001 with a grade of B or better; an ability to work independently; and permission of the Division Dean based on instructor availability.

(CP-09-100) SOC 001 – Introduction to Sociology – Change in method of instruction, course advisory, student performance objectives, reading assignments, and textbooks. Action on online form.

Advisory = Eligibility for ENGL 001.

(CP-09-101) SOC 002 – Social Issues and Problems – Change in method of instruction, catalog description, reading assignments, and textbooks.

Advisory = Eligibility for ENGL 001.

(CP-09-102) SOC 023 – Sociology of African Americans – Change in method of instruction, reading assignments, writing assignments, other student assignments, and textbooks.

(CP-09-103) SOC 040 – Sociology of the Family – Change in method of instruction, reading assignments, writing assignments, and textbooks.

(CP-09-104) SPCH 001 – Introduction to Public Speaking – Change in method of instruction, catalog description, methods of evaluating student achievement, writing assignments, and textbooks.

Advisory = Eligibility for ENGL 001.

(CP-09-105) SPCH 002 – Fundamentals of Persuasive Speaking – Change in methods of evaluating student achievement, writing assignments, and textbooks.

(CP-09-106) SPCH 006 – Argumentation and Debate – Change in catalog description, student performance objectives, and textbooks.

(CP-09-107) SPCH 060 – Business and Professional Communication – Change in catalog description, student performance objectives, methods of evaluating student achievement, and textbooks.

Advisory = Eligibility for ENGL 001.

Program Major Modifications

(CP-09-219) Art – Two-Dimensional – Change in total unit value.

(CP-09-220) Art – Three-Dimensional – Change in total unit value.

(CP-09-221) Art – Art History – Change in total unit value.

(CP-09-222) Graphic Design and Illustration – Change in total unit value and recommended electives.

(CP-09-223) Sociology – Change in elective courses in major.

Course Deletions

(CP-09-224) ART 053 – Layout Indication

(CP-09-225) ECE 086 – Constructive Play: Challenging Children to Think

(CP-09-226) ECE 110 – Emergent Literacy in Early Childhood

(CP-09-227) ECE 121 – Family Child Care: Introduction and Licensing Regulations

(CP-09-228) ECE 122 – Family Child Care: Guidance and Theory

(CP-09-229) ECE 123 – Family Child Care: Health, Safety and Nutrition

(CP-09-230) ECE 124 – Family Child Care: Business and Legal Aspects

(CP-09-231) ECE 245 – Foster Parenting

(CP-09-116) HS 060 – Empowerment Skills for Family Workers

(CP-09-117) HS 061 – Family Support Skills for Family Workers

(CP-09-232) HUDV 052 – Issues in Aging

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES

PAGE 7

(CP-09-233) HUDV 058 – Life Management

(CP-09-118) PHOT 055 – Creative Color

(CP-09-119) PHOT 058 – Advanced Black and White Photography

(CP-09-120) PHOT 059 – Color Portfolio

(CP-09-76) PSYC 001H – Honors Introduction to Psychology: Individual and Social Processes

(CP-09-77) PSYC 065 – Introduction to the Psychology of Aging

(CP-09-121) SPCH 001H – Honors Introduction to Public Speaking

Curriculum Review Verification Forms

(CP-09-108) Cinema Curriculum Review Verification Form

(CP-09-234) Art Curriculum Review Verification Form

(CP-09-235) Early Childhood Education Curriculum Review Verification Form

(CP-09-236) Human Development Curriculum Review Verification Form

(CP-09-109) Human Services Curriculum Review Verification Form

(CP-09-237) Interior Design Curriculum Review Verification Form

(CP-09-110) Nutrition Curriculum Review Verification Form

(CP-09-111) Photography Curriculum Review Verification Form

(CP-09-112) Psychology Curriculum Review Verification Form

(CP-09-113) Sociology Curriculum Review Verification Form

(CP-09-114) Speech Curriculum Review Verification Form

(CP-09-115) Television Curriculum Review Verification Form

Revalidation of Prerequisites and/or Co requisites Only

(CP-09-238) ECE 099 – Early Childhood Education Honors – Revalidate prerequisite of: Completion of 24 units of college credit with a minimum GPA of 3.3; a minimum of 5 units in the discipline with a grade of “B” or better; an ability to work independently; and permission of the Division Dean based on instructor availability.

(CP-09-239) SOC 049 – Sociology Honors – Revalidate prerequisite of: Completion of 24 units of college credit with a minimum GPA of 3.3; a minimum of 5 units in the discipline with a grade of “B” or better; an ability to work independently; and permission of the Division Dean based on instructor availability.

(CP-09-122) TV 055 – Beginning Television – Revalidate prerequisite of: TV 050 (may be taken concurrently).

(CP-09-123) TV 056 – Advanced Television Production – Revalidate prerequisite of: TV 055 or previous television production experience.

(CP-09-124) TV 061 – Advanced Film Writing – Revalidate prerequisite of: TV 060 or presentation of a treatment or well-structured story line acceptable to the instructor.

(CP-09-125) TV 099 – Telecommunications Honors – Revalidate prerequisite of: Completion of 24 units of college credit with a minimum GPA of 3.3; a minimum of 5 units in the discipline with a grade of “B” or better; an ability to work independently; and permission of the Dean based on instructor availability.

Deletion of Online Method of Instruction Only – (textbook only changes, no changes to course)

(CP-09-126) NUTR 051 – Nutrition Basics for Children

(CP-09-127) NUTR 052 – Child Nutrition for Early Childhood Education

(CP-09-128) NUTR 101 – Food Service Sanitation

(CP-09-129) PSYC 034 – Human Sexual Behavior

New Courses

(CP-09-74) SOC 045 – Sociology of Religion

Units:	3
Weekly Class hours:	3
Prerequisites:	None
Corequisites:	None
Course advisory:	Eligibility for ENGL 001
Repeatability:	Not repeatable.
Catalog description:	An introduction to the sociological study of religion in the United States, with an emphasis on the origins of religion, theoretical perspectives on religion, religious conflict, and the future of religion. This course also covers the absence of religion and alternative forms of religion.

CCBoardInfo11/18/2009:km

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION PROCLAIMING DECEMBER 1, 2009 AS
WORLD AIDS DAY AT SOLANO COMMUNITY
COLLEGE

REQUESTED ACTION: APPROVAL

SUMMARY:

A resolution proclaiming December 1, 2009, as World AIDS Day at Solano Community College, is presented for approval.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Shirley V. Lewis, J.D.
Dean, Student Development and Outreach

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7168

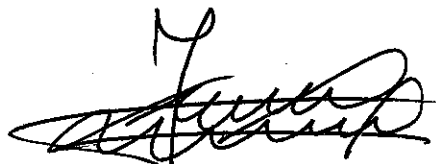
TELEPHONE NUMBER

Student Services

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DECLARING DECEMBER 1, 2009 AS WORLD AIDS DAY

RESOLUTION NO. 09/10-04

WHEREAS, The global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS;

WHEREAS, The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide efforts to stop the spread of HIV/AIDS;

WHEREAS, The UNAIDS estimates that over 33.2 million people worldwide are currently living with HIV/AIDS including 2.5 million children;

WHEREAS, The UNAIDS is encouraging a better understanding of the challenge of HIV/AIDS nationally as it recognizes that the number of people diagnosed with HIV and AIDS in the United States continues to increase, with over 1,000,000 people in the U.S. now infected, 67,505 living with AIDS in California, and 1595 AIDS cases in Solano County with 758 deaths from AIDS in Solano County;

WHEREAS, World AIDS Day provides an opportunity to focus local, national and international attention on HIV infection and AIDS and to disseminate information on how to prevent the spread of HIV; and,

WHEREAS, The Solano County 2009 World AIDS Day theme is Universal Access and Human Rights; now therefore be it

RESOLVED, That the Solano Community College District Governing Board does hereby declare December 1, 2009, as World AIDS Day and urges all citizens to take part in activities and observances designed to increase awareness and understanding of HIV/AIDS as a global and local challenge, to take part in the HIV/AIDS prevention

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SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DECLARING DECEMBER 1, 2009 AS WORLD AIDS DAY

RESOLUTION NO. 09/10-04

(Continued: – Page 2)

activities and programs, and to join the global effort to prevent the further spread of HIV/AIDS.

PASSED AND ADOPTED, This 18th day of November 2009, by the Governing Board of the Solano Community College District.

A. MARIE YOUNG, BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION

CLASS TITLE: CHIEF INFORMATION SYSTEM OFFICER

BASIC FUNCTION:

Under the direction of the Superintendent-President, the Chief Information System Officer provides primary leadership in strategic and technology planning and integration of information technologies needed to support the academic mission, student support, administrative services, and college strategic planning; to plan, organize, administer, develop, and provides leadership for faculty and staff in offering quality educational services; and supervises and evaluates the performance of assigned personnel.

SPECIFIC DUTIES AND RESPONSIBILITIES:

Provide managerial direction including planning, goal setting, implementation, coordination, evaluation, and accountability for all areas of technology services.

Work cooperatively with the Superintendent/President, Vice Presidents, and the Director of Human Resources to coordinate mission, goals and objectives of the College as a whole. Participate in strategic and long-range educational planning for the District.

Technology

Plan, organize, administer, and coordinate the District's computer and communications technologies to support administrative and academic functions.

Maintain current knowledge of new developments and innovations in community colleges and higher education in computers and communications technology.

Provide leadership in developing a technology plan that considers the needs of academic programs and administrative support services and includes short- and long-range planning of information systems and telecommunications required to support the District's strategic plan.

Develop a plan for professional training that provides information and training for employees on current and emerging technology.

Management/Administration

Exercise leadership in the development of the budget and manage financial resources consistent with District policy and sound financial management principles.

Conduct research and compile statistics for inclusion in special and periodic reports; maintain records and data for internal analysis, management planning and development of short- and long-range goals.

Communicate with administrators, faculty and staff by conducting meetings and in-service training to facilitate planning and decision-making for the units to keep employees informed about issues and projects for the overall College program; serve on committees and advisory boards.

Mediate and resolve problems, complaints and first-level grievances.

Supervise, manage, and evaluate assigned administrators, faculty and staff according to proper management practices, the District policies, procedures, collective bargaining agreements and state and federal regulations.

Participate in the screening and recommendation of applicants for positions which report directly to the Chief Information System Officer.

Assure proper use and security of assigned facilities; provide equipment maintenance; comply with health and safety regulations and provide for the monitoring of safety and hazardous materials requirements.

Serve on College and ad hoc committees; attend meetings and conferences; and make oral presentations to College and community groups, as requested.

Recommend institutional policy and supervise preparation of appropriate policy statements and regulations.

Assist in the preparation of proposals and monitor the collective bargaining agreements as they apply to technology.

Plan and implement professional development activities for technology personnel.

Prepare reports as required for state and federal agencies.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Higher education mission, organization, operations, policies and objectives in community colleges.

Multiple methods of instruction including mediated and learning at a distance.

Information system technologies including systems analysis and design, planning, developing, and directing computer systems and operations.

Personal operating systems.

Interconnectivity, Hewlett-Packard mainframe and associated system software and telecommunications technologies including telecommunications, wiring and design considerations and interfaces with network systems (i.e., Banner, Datatel).
Budget preparation and control.
Principles and practices of program administration and planning, developing, implementation, and evaluation.
Effective interpersonal communication.
Policies, regulations and objectives of assigned programs and activities.
Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college staff and students.

ABILITY TO:

Work within complex, integrated Enterprise Resource Planning (ERP) systems.
Plan, organize, develop and evaluate the programs and activities in technology.
Ability to direct College technology planning activities, establish, support, and lead multiple project teams.
Communicate effectively, both verbally and in writing.
Work effectively with employees and students from diverse backgrounds and the disabled to promote access and equity.
Present a positive image of the College in the community.
Train, supervise and evaluate assigned staff according to successful modern management theory and practices.
Read, interpret, apply and explain rules, regulations, policies and procedures.
Maintain current knowledge of program rules, regulations, and requirements.
Analyze situations accurately and adopt an effective course of action.
Work cooperatively and coordinate projects with other administrators and staff.
Understand the needs of the unit in the context of the overall academic program and participate with the Executive Council to set goals and priorities for the College as a whole.
Demonstrate an understanding and sensitivity to the diverse socio-economic, cultural and ethnic background of all employees, including the disabled.
Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting and decision-making.
Meet schedules and timelines; organize multiple projects effectively; and carry out required project details throughout the year.
Evaluate and support management, faculty, and staff recommendations for program improvements and/or new program efforts.
Manage grants and special projects.
Work within Board/District approved guidelines to establish positive media and community relations.

EDUCATION AND EXPERIENCE:

EDUCATION: A Bachelor's degree or equivalent in Computer and Information Science or Computer Engineering or related field from a regionally accredited college or university.

EXPERIENCE: At least three years experience in the area of computer information science, information technology, computer engineering, or related field.

TL/zg:10-14-09Board approved: _____

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

TO: Members of the Governing Board

**SUBJECT: REVISED CLASS SPECIFICATIONS FOR A POSITION IN
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION,
CHAPTER #211 – EOPS/CARE SPECIALIST**

REQUESTED ACTION: INFORMATION

SUMMARY:

During the 2008-09 academic year, the District requested a waiver from the Chancellor's Office which required a full-time EOPS Director. On or about May 2009, the District was notified this request was denied. In order to meet the waiver criteria for 2008-09, the College designated a classified position as the full-time EOPS/CARE Program Coordinator. The current EOPS/CARE Specialist has been given this designation with the additional duties and responsibilities associated with the Coordinator position.

As a result, the EOPS/CARE Specialist job description will be reclassified to the position of EOPS/CARE Coordinator. The revised job description is attached. The position will be placed on Range 15 of the CSEA salary schedule.

In accordance with Governing Board procedure, the revised class specifications will be presented for Board action at the December 2, 2009, meeting under the Consent Calendar for Human Resources.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Trudy Largent, J.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

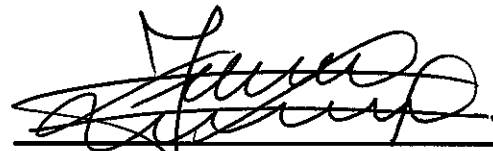
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

November 6, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: EOPS/CARE COORDINATOR

BASIC FUNCTION: Under direction of Dean of Counseling and Special Services, perform a variety of complex duties and provide specialized assistance to students involved with Extended Opportunities Programs and Services (EOPS) and Cooperative Agencies Resources for Education (CARE); coordinate, organize, and oversee the activities and daily operations; assure compliance with District educational policies and State matriculation guidelines; prepare and maintain records, reports and statistical data related to EOPS/CARE.

DISTINGUISHING CHARACTERISTICS: The employee assigned to this class reports directly to Dean of Counseling and Special Services and performs specialized and complex work requiring previous work experience in college student services.

REPRESENTATIVE DUTIES:

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

Assist the Dean of Special Services, Financial Aid/EOPS, and EOPS counselors with outreach, high school visitations, campus orientation and tours.

Assist new students with completing CARE/EOPS applications and forms for requesting a book service program. Insure students have met requirements prior to issuing book services. Coordinate with the campus bookstore on problems and procedures pertaining to the book service program.

Conduct EOPS orientation for new EOPS students admitted to the program.

Input and maintain data in the management Information System (MIS) for EOPS and CARE students. Provide tracking reports from electronic counseling appointment scheduling software program (SARS).

Provide supervision of student workers.

Assist with and team teach at the EOPS Summer Bridge program.

Collaborate with the Transfer Center and Career Center for four-year college/university visitations.

Advise CARE students on problems relating to child care needs.

Coordinate the CARE Program for all CARE eligible students.

Insure funds are granted in accordance with the CARE guidelines. Conduct periodic in service workshops for the CARE students.

Coordinate , organize, and oversee the activities and daily operations of the EOPS/CARE area.

Review student records and applications; determine eligibility of new and continuing students in the Extended Opportunity Programs and Services (EOPS) and Cooperative Agencies Resources for Education (CARE) programs according to legal regulations and guidelines.

Interpret, apply and explain eligibility requirements, District policies, and program regulations for economically and educationally disadvantaged students on campus to students, faculty, and off-campus organizations.

Coordinate efforts with the Financial Aid Office to assure that EOPS and CARE students receive the correct amount of financial assistance; verify units completed and review students' contractual obligations.

Develop informational materials for EOPS/CARE publications, schedules and catalog. Provide budget input for development, monitor and maintain program budgets for various types of assistance; record expenditures, maintain current balances, and prepare periodic reports as requested.

Work within complex, integrated Enterprise Resource Planning (ERP) systems.

Review student grades and compute grade point averages (GPA); notify students of GPAs below 2.0; prepare appeal forms, petitions and student files for committee review.

Organize, schedule and conduct specialized workshops specifically designed for single parents and other targeted groups within the programs.

Provide specialized information to students regarding District policies and program requirements, regulations and restrictions in the assigned student services area.

Attend meetings, conferences, seminars and workshops to maintain current knowledge regarding program eligibility, requirements and regulations. Communicate with District personnel, community organizations, government agencies and others to exchange information, coordinate activities and resolve issues.

Maintain program records, files, logs and lists; compile, organize and consolidate data for inclusion in periodic statistical reports as required by program requirements.

Operate and integrate a variety of office machines and peripheral equipment, copier, typewriter, calculator and others.

Recruit, interview, train and provide work direction to student assistants and temporary workers as assigned.

Secondary Functions:

Perform related duties as assigned.

Move furniture and boxes of supplies and materials to accommodate EOPS/CARE activities.

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

EDUCATION AND EXPERIENCE: Graduation from high school supplemented by college course work and three years of increasingly responsible related work involving extensive public contact, including at least one year of student services experience or any combination or training, experience, and/or education that provides the required knowledge, skills and abilities. Experience in working with disadvantaged persons is desirable.

LANGUAGE SKILLS:

Ability to read, interpret, apply and explain laws, rules, guidelines, curriculum, schedules, policies and procedures affecting assigned area of student services.

Ability to read, interpret, apply and explain program requirements and restrictions.

Ability to effectively present information and respond to common inquiries or complaints from students, staff and the general public.

MATHEMATICAL SKILLS:

Ability to add, subtract, multiply, and divide, using whole numbers, common fractions, and decimals.

Ability to perform these operations using units of American money.

REASONING ABILITY:

Ability to interpret and apply State and federal laws, rules and guidelines and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to solve practical problems and deal with a variety of variables in situations where only limited standardization exists.

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

Day-to-day operations and activities of EOPS/CARE programs and services.

Laws, regulations and policies concerning EOPS/CARE.

Recruitment, interviewing and advising techniques.

Special needs, problems and concerns of the program participants.

Principles of training and providing work direction.

Recordkeeping and filing techniques.

District organization, operations, policies and objectives.

Modern office practices, procedures and equipment.

Organize, coordinate and oversee the activities and daily operations.

Provide specialized information and assistance to EOPS/CARE students.

Maintain abreast of trends, technological advances and changes in regulations applicable to assigned area.

Maintain comprehensive records and files according to legal guidelines.

Maintain confidentiality of information and records.

Prepare statistical reports for regulatory agencies.

Work effectively with frequent interruptions.

Work independently with minimum supervision.

Plan and organize time and work effectively.

Relate sensitively to students with special needs.

Meet schedules and timelines.

Train and provide work direction to student and temporary workers.

Operate office equipment such as mainframe and micro computers and printer, calculator, copier, automated telephone system and facsimile machine.

Operate an electronic keyboard accurately at an acceptable rate of speed.

Use word processing, spreadsheet and data base management computer software effectively.

Perform assigned work with speed and accuracy.

Establish and maintain effective and cooperative working relationships with others.

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

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

While performing the duties outlined in this classification, employees in this classification are regularly required to stand and sit for long periods of time, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to attend meetings or conduct work at other campus locations.

All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.

Specific vision abilities required for positions assigned to this classification include close vision (clear vision at 20 inches or less), color vision (ability to identify and distinguish colors), ability to adjust focus (ability to adjust the eye to bring an object into sharp focus).

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

The work assigned to this classification is typically performed in an EOPS/CARE office environment. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, continual interruptions and the risks of computer-generated video radiation. The work environment is moderately noisy.

Marlys Grodt & Associates - 1993

TL/zg:11/9/09

Board approved: 6/19/96

Revised: _____

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

TO: Members of the Governing Board

SUBJECT: 2009/10 ASSOCIATED STUDENTS OF SOLANO COLLEGE (ASSC) BUDGET

REQUESTED ACTION: INFORMATION

SUMMARY:

Tara Norman, ASSC President, will present the 2009-10 proposed budget of the Associated Students of Solano College (ASSC) to the Governing Board for review and informational purposes, pursuant to SCCD Board Policy 3000.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Shirley V. Lewis, J.D.
Dean, Student Development and Outreach

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7168

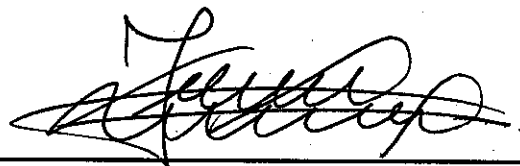
TELEPHONE NUMBER

Student Services

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

THE ASSOCIATED STUDENTS OF SOLANO COLLEGE
Approved Budget Projections for the 2009-10 Academic Year

eff. 10.27.09

710-5030-????-69600

	APPROVED BUDGET 2008-09	ACTUAL BUDGET 2008-09	APPROVED BUDGET 2009-10
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Beginning adjusted balance	125,173	125,173	143,163
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I. REVENUE

Income				
8820	Contrib, Gifts, Grants & Endowments	2,000	12,961	2,000
8820	Inactive Club Funds	500		500
8820	Special Events Income	1,500		1,500
8840	Sales & Commissions	31,750	16,540	16,000
8840	Event Admission	1,500		1,500
8840	Vending - Softdrinks	12,000		12,000
8840	Vending - Video Games	750		0
8840	Vending - Snacks	500		500
8840	Vending - Vacaville Center	1,000		1,000
8840	Vending - Phone Cards/Poster Income	0		0
8840	Vending - Vallejo Center	1,000		1,000
8840	Student I.D. Cards (8885)	15,000		0
8860	Interest/Savings	900	117	900
8982	Bookstore Dividends	22,355	22,355	22,355
8885	Other Student Fees (Student ID Cards)	0	14,579	15,000
8899	Other Local	21,000	20,040	20,500
8899	Vendor Income	1,000		500
8899	Other Revenue/Pepsi	2,000		2,000
8899	Other Revenue/Pepsi	18,000		18,000
	Total Income	78,005	86,592	76,755
	TOTAL REVENUE	203,178	211,765	219,918

II. EXPENSES

2000-3000	Student Salaries/Benefits	20,000	13,820	25,000
4400	Instr'l Supplies & Materials	6,700	5,580	6,700
4400	Instr'l Supplies - Food (Admin)	1,000		1,000
4400	Instr'l Supplies - Food (Spons/Spec Events)	1,250		1,250
4400	Instr'l Supplies - Food (EOY Awards/Banquet)	1,200		1,200
4400	P.E. Awards & Banquets	3,250		3,250
4500	Noninstruct Supplies & Materials	8,500	1,000	8,500
4500	Office Supplies (Admin)	2,000		2,000
4500	Office Supplies (Sponsored/Spec Events)	1,000		1,000
4500	Office Supplies (ID Cards)	2,500		2,500
4500	Office Supplies (Student Recruitment)	1,000		1,000
4500	Office Supplies (Student Development)	2,000		2,000
4600	Printing & Copying	700	107	700
4600	Printing & Copying (Spons/Spec Events)	200		
4600	Copier Supplies	500		
5110	Personal Services/Consultants	6,000	644	6,000
5210	Travel & Conference	26,000	18,631	26,000
5210	Conference Reimbursement	15,000		15,000
5210	Executive Board Travel	11,000		11,000
5220	Mileage Reimbursement	500	429	500
5300	Membership/Dues	500	500	500
5610	Rentals/Leases (Copier)	750	572	750
5620	Repair & Maintenance (ID Printer Warr)	2,500	1,620	2,500

			APPROVED BUDGET 2008-09	ACTUAL BUDGET 2008-09	APPROVED BUDGET 2009-10
	5740	Election Costs	700	488	700
	5795	Advertising (Donation Funds)	15,500	4,038	25,500
	5795	Inter-Club Council Apprec Lunch	500		500
	5795	Student Ambassador Program	0	0	5,000
	5795	General Donations	10,000		10,000
	5795	Capital Improvement Donations	5,000		10,000
	5799	Other Operational Costs	0	131	0
	6120	Site Improve - Campus Enrichment Plan	27,000	0	27,000
	6410	Office Equipment	1,000	0	1,000
	733501	Library Donation	3,000	3,000	5,000
	733502	Contribution to P.E. Gen Fund	1,500	1,500	1,500
	733502	Contribution to Athletic Training	1,000	1,000	1,000
	733503	Club Funds Assistance	8,000	7,925	8,000
	7520	Student Scholarships	2,500	500	2,500
	7520	SCC Scholarship Foundation -Endowment	500		500
	7520	ASSC Pepsi Scholarship	2,000		2,000
	7600	Other Student Aid	13,000	7,117	15,000
	7600	ASSC Emergency Book Loan - Vendor Income	4,000		5,000
	7600	ASSC Emergency Book Loan - Fin. Aid Books	4,000		5,000
	7600	Students Helping Students Book Grants	5,000		5,000
		TOTAL EXPENDITURES	145,350	68,602	164,350
III. CONTINGENCY RESERVE					
	7900	Reserve for Contingency	57,828	143,163	55,568
		TOTAL BUDGET FUND	203,178	211,765	219,918

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

TO: Members of the Governing Board
SUBJECT: VALLEJO CENTER PROGRESS REPORT
REQUESTED ACTION: INFORMATION

SUMMARY:

Dr. Jerry Kea, Vallejo Center Director, will give a report on the progress of the Vallejo Center.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jerry Kea, Ph.D., Director
Vallejo Center

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-4624

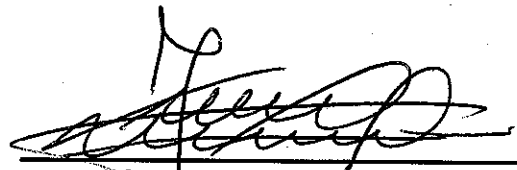
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



JOWEL C. LAGUERRE Ph.D.
Superintendent/President

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: SOLANO COMMUNITY COLLEGE EXECUTIVE
REORGANIZATION PROPOSAL

REQUESTED ACTION: INFORMATION

SUMMARY:

Dr. Jowel Laguerre, Superintendent/President, will present the executive administrative reorganization proposal, which is to reinvest in activities and to support student access and success and financial growth.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

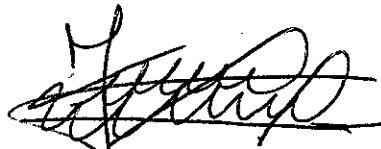
TELEPHONE NUMBER

Administration

ORGANIZATION

November 6, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



JOWEL C. LAGUERRE Ph.D.
Superintendent/President

November 6, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

Solano Community College



Reorganization Proposal Solano Community College Governing Board

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

A proposal to reallocate resources where it may do the greatest good for students and the future of the college: An investment in our future.

November 3, 2009

Executive Reorganization Proposal
Solano Community College
Jowel C. Laguerre, Ph.D.
Superintendent/President
November 3, 2009

Introduction

Solano Community College has operated with a four-vice presidential model for several years: Vice President for Academic Affairs, Vice President for Administrative and Business Services, Vice President of Technology and Learning Resources, and Vice President for Student Services. Solano Community College has seen considerable change in the presidential office over the past four years. In addition, the college has lacked progress in its career and technical education programs, has not been able to mount any substantial or consistent fundraising campaign and lacked coordination with its community. The college attempted to implement the Banner software system to operate its student and administrative functions, but was not able to successfully roll it out and had to re-start. There remain major challenges that effect institutional effectiveness in major areas of the college.

The college, while fundamentally sound in its instructional core, lacks institutional support to propel it to greatness. While the services provided for student support are sound, the sum of the components does not necessarily equal the expected whole. The college depends heavily on state funding. This support is shaky when it comes to extending the college beyond the regularly funded areas. This is manifested in the lack of resources for professional development for both faculty and staff. At the level of student recruitment, the college lacks a comprehensive approach to both enrollment management and focused student recruitment. To improve the college's infrastructure, choices need to be made either to ignore some needs or to make short-term sacrifices for greater gains. As Theodore Roosevelt said, "In any moment of decision the best thing you can do is the right thing, the next best thing is the wrong thing, and the worst thing you can do is nothing." After much thinking and consultation, the choice I made as superintendent/president is to submit a proposal to move the college forward by making sacrifices at this time for potential gains later. This choice took into account the concerns expressed at the forums on the reorganization, written communications and private conversations with college leaders.

In sum, the reorganization is a reinvestment into the infrastructure of the college to serve students better and support the work of the faculty. This is one of many strategic steps our administration needs to make to support teaching and learning and the success of our students.

Commitment to Employees

As an educator who needs to make difficult choices, I combine the need to make decisions with the humane aspect of the profession. That is why I decided to let the current members of the executive team know in June that almost thirteen months later there would be a new administrative structure at the college.

Data and Information Considered -

- A review of institutions in the state of California showed that the majority of institutions had three vice presidents (colleges' Web sites).

- Whether the administration at the executive level was top-heavy in light of budget issues and other priorities (SCC's organizational structure).
- Potential savings to attend to other issues (salary savings initial calculations).
- Peer institutions attract greater government grants and contracts than SCC does (IPEDS Data Report 2009).
- Peer institutions provide more scholarships than SCC does (IPEDS Data Feedback 2009).

Context -

- The data do not indicate that SCC has more administrators than peer institutions. However, the number of VPs is slightly higher than what we observed.
- The budget and the current staffing at different levels do not provide for more areas to make cuts to attend to other issues. For example, the college has had a good proposal for a Basic Skills initiative, but it has not been funded for lack of resources. Leadership for Basic Skills is a moral obligation for an open-admission institution. It supports learning.
- Based on information we see, the college has not attracted grants as much as it has the potential to do. A study conducted in 2006 committed to an Institutional Advancement model that has not materialized. This deficiency deprives students of support that could make them more successful. The potential to attract grants from the National Science Foundation (NSF) or the National Institute of Health (NIH) leads to greater support for learning.
- Based on data, the college has not supported student scholarships at par with peer institutions. Student scholarships could provide greater support for students for access and success.

The information described above supports the proposed reorganization described below:

- Establish a two-vice-president model by reducing the number of vice presidents from four to two.
- Establish the position of Chief Information Systems Officer (CISO) in place of the Vice President of Technology and Learning Resources position. **Position to be filled through a search in the future.**
- Establish a position of Vice President for Academic and Student Affairs (VPASA) by combining the positions of Vice President for Academic Affairs and Vice President for Student Services and by restructuring the new position so it may have fewer combined responsibilities and nearly equal support as the two combined VP positions. **Position to be filled through a search process.**
- Establish an Institutional Advancement model by eliminating the position of Director of Marketing and Public Information. This position will work to secure greater resources for the institution to support, among others: faculty and staff development activities, resources to support student success, and resources to provide financial support for students and the institution. The holder of that position will be "Executive Director for Institutional Advancement." **Position to be filled through a search process.**
- Establishment of a Dean of Academic Success and Learning Resources. This position will oversee the Library, Teaching and Learning Center, leadership for Basic Skills and the academic function of Distance Education. This position reports to the VPASA. **Position to be filled through a search process.**
- New title for the Vice President for Administrative and Business Services to Vice President for Finance and Administration (VPFA). **Position in recruitment stage as date of current draft.**
- Establish a Coordinator of Marketing and Student Recruitment to be shared between Institutional Advancement and Student Services. This administrative position will be responsible for representing the college in high schools and in the community. This position reports to the Executive Director of

Institutional Advancement and the Dean of Enrollment Management. The savings from the reorganization will not be enough to support this new position; therefore, it will be created through the reallocation of existing resources. **Position may be filled through promotion, internal or external search.**

Summary of Actions

Existing Positions/Functions	New Placement	Comments
Vice President of Acad. Affairs	Combined with Student Services	Recreated as VPASA*
Vice President of Student Serv.	Combined with Academic Affairs	Recreated as VPASA*
Dir. Marketing and Public Information	Eliminated	Some function into Exec. Dir of Institutional Advancement
Vice President for Technology and Learning Resources	Eliminated	Replaced with CISO in part and in part with Dean of Academic Success
Director of HR	No change	Reporting to Sup/President
VP of Administrative and Business Services	Inherits technology	No change
Library	Reports to Instruction	Reports to Dean of Academic Success**
Distance Education	Reports to Instruction	Reports to Dean of Academic Success**
Left blank	Left blank	Left blank

*Two positions are combined into one **Formal title not yet established

Response to Concerns -

- **Load for Vice President of Academic and Student Affairs (VPASA):**
 The college community expressed concerns for the enormity of the responsibilities for the VPASA. We promised to address the issue. While confident that a skilled professional can fulfill the role, we offer the following as means to make the position more workable:
 - **Restructure components of the responsibilities of the VPASA**
 - Center Directors will report to the Superintendent/President instead of the current reporting line to the EVPASA and will work collaboratively with the Academic and Student Services Deans to serve the centers. Faculty expressed support for Center Directors to work collaboratively with their assigned faculty to develop and offer the proper learning opportunities for students at the centers. This change will greatly benefit students.
 - Leave the current direct support positions supporting the vice presidents, except for one classified staff to be assigned to the Executive Director of Institutional Advancement as the position was previously designed.
 - Convert the position of Dean of Student Development to Dean of Enrollment Management (having responsibility for the office of Admissions and Records as well as the office of Financial Aid), thus eliminating the need for the offices of Admissions and Records and Financial Aid to report directly to the VPASA.
 - Empower the VPASA to restructure Academic and Student Affairs in ways to make both the units successful.

These changes diminish the VP’s span of control and provide the added capacity for success in the position.

- **Accreditation:** Colleagues expressed concerns with the effect of the reorganization on our accreditation status. We would like to offer the following in response:
 - Institutions of higher education are held accountable to fulfill their mission. Consequently, the ACCJC's concern will be whether the college has the administrative capacity to meet its mission, which includes instruction and serving students. The reorganization provides such capacity.
 - ACCJC could be concerned about appropriate conversations taking place at the college to give a voice to employees in regard to the proposed reorganization. This process was quite consultative and the discussions led to some outcomes that modified the original proposal.
 - ACCJC might be concerned about whether the Governing Board has reviewed and approved the reorganization. We intend to seek board approval for the proposal.
 - ACCJC may be concerned about the pace of the change: too fast or too slow. Too fast--there might not have been time for discussions; too slow--may cause extended delays in filling positions. Both have been addressed inasmuch as ample time was provided for input and a recruitment process will be put in place with the expected timeline of July 1 to fill positions.
- **Potential for small units like the library to be lost in the big picture:** Some colleagues expressed concern about small units being neglected.
 - Some smaller units are slated to be combined with other units to form a logical block of support for students' instructional enrichment and faculty support.
 - **Fear for Library to lose its connection with technology:** Since Academic Technologies is still in the same unit; the library needs not lose its focus on technology, but will gain the partnership with instruction without being led by one division.
- **Current staff**
 - Once the CBO is hired, that person will become the Vice President for Finance and Administration on July 1, 2010, or earlier if conditions warrant.
 - The Executive Vice President for Academic and Student Affairs position will be filled through a national search to commence upon board approval of the reorganization.
- **Voices at Cabinet level:** Some colleagues are concerned that the proper voices may not be heard at the Cabinet level. We are taking the following measures to allay some of the anxiety.
 - Based on feedback provided, the Academic Senate President will be invited to sit on the Superintendent/President's Cabinet. While this is an unusual arrangement, it provides for transparency and ensuring that the VPASA is supported in carrying out her/his duties.
 - The Chief Information Officer will have a seat on the S/P Cabinet.
 - The Human Resources Director will be included on the S/P Cabinet.
 - The Executive Director of Institutional Advancement will be included on the S/P Cabinet.
 - A dean of Student Services may also join the cabinet.
 - A division dean may also join the cabinet

It is expected that the absence of the two vice presidents will not diminish the voices of the institution to the Cabinet.
- **Measures of success:** Whether it is recruitment for teaching or in sports or in personnel or in reorganization, the successes of our choices and decisions are not known until they sustain the test of time. Nevertheless, the following are presented as expected results:
 - Better-led Basic Skills program--an administrator in charge.
 - Establishment of greater opportunities for faculty and staff development.
 - Greater emphasis on IT issues and decreased problems with coordination or implementation: Banner.
 - Greater focus on student recruitment.

- Improved attraction of outside resources for greater institutional support and students' scholarships.
- Improved Student Services functions: in particular, student recruitment.

Collaborative Process -

In my July 2009 letter to the college community, I laid out a proposal for reorganizing the college by reducing the number of vice presidents and reinvesting the savings into other priorities. I promised to not make any final decision until I had an opportunity to discuss the proposal with constituents. I held conversations with a variety of individuals: faculty, staff, students, Academic Senate, and faculty unions. I also held open forums at all sites: Fairfield, Vacaville and Vallejo.

The proposal was mostly accepted with two important questions:

- 1) Will this affect our accreditation negatively?
- 2) Why do I have to lose my vice president? Aren't they part of our family as well?

While I have given my educated analysis on the former, I have in part addressed the latter. The vice presidents or members of the executive team are eligible to apply for the positions for which they meet minimum qualifications. In recognizing their years of service and contributions to the college, we provided over a year's worth of notice for the administrators to evaluate their options for other employment. The maximum required notice is three and a half months in some cases and forty-five days in others.

Several points were raised in regard to the reorganization and communicated to us by the Academic Senate President. I reproduce below these concerns and make comments in red to show the extent to which we listened to legitimate concerns:

- 1) Combining the VPAA and VPSS would:
 - a. Represent too much work for one person. The revised reorganization provides relief to make the job more doable. See corresponding section above as a direct answer to the concern.
 - b. Require the creation of mid-level management, and thus not generate savings. The savings to be generated are to be re-invested at a level lower than the vice presidents and closer to serving students.
 - c. Centralizing these functions eliminates synergy and "more eyes" on the problem. One could argue that centralizing these functions could bring greater synergy and cooperation between Academic Affairs and Student Services. One could argue that "more eyes" on a problem does not always mean better solutions. This reorganization is simply redistributing the college's resources for greater institutional effectiveness.
- 2) By putting technology under the VP BAS makes it hard to find someone with that breadth of skills and de-emphasizes academic computing. In response to this concern, there will be a professional solely in charge of information technology. We would like to see academic technologies handled by academicians. Faculty members determine what is needed and IT executes. The Dean for the Academic Success Center will provide leadership for Distance Education.
- 3) Accreditation:
 - a. It is difficult to ask VPs to do their best when they have received a March 15 notice. The VPs remain employed and supported. Any further action depends on the outcomes of the reorganization.
 - b. What about the stability we were praised for in the last report? By not issuing March 15 letters, the reorganization has given ample time for stability. It would have been different if everyone

had been dismissed July 1, 2009. This is a measured approach and ensures stability in the midst of change. We will be staffed by the time the reorganization is implemented.

- c. This is disorder, not stability. By the time the reorganization is in place, searches will be concluded; stability will have been maintained.
- 4) We need to see the actual financial analysis. Some faculty in mathematics and accounting have provided the cost analysis for us based on the staffing stated above. The choice to have made Academic Success Dean to support Basic Skills has not allowed us to add another staff.
- 5) Instead of firing VPs, ask them to take a pay cut. This reorganization is simply redistributing the college's resources for greater institutional effectiveness. This is to build greater capacity for long-term benefits to the institution.
- 6) What are the criteria for evaluating success? The evaluation is set above and is based on the assumptions of what we would do with the savings. How will we know if the reorganization worked? This is also answered above, but we will know if it works if the college upholds the standards of accreditation and accomplishes some of the goals shared through the reorganization presentations. If we can answer yes to some or all of these questions, we can conclude that the reorganization had an effect. Do we have greater support for Basic Skills? Do we have a greater emphasis on student recruitment? Are we able to attract more grants and contracts to serve students better? Are we able to award more scholarships to students? These are good accountability measures.
- 7) Where is the data to support this decision? See the data section above and the explanation that follows.
- 8) There is a concern about a concentration of decision-making in the hands of just a few administrators. This provides for more people at the college to be involved in the decision-making process and the administrators to use open communication and sharing of information.
- 9) Can you discuss more fully how this move represents a "sacrifice for the office of the President?" The President has fewer people to whom to delegate tasks. He will have to do more himself or with the smaller staff he has.
- 10) How will funds be diverted to serve Basic Skills? They will be assigned to Basic Skills. A position? Programs? Budget? A position to help lead the Basic Skills initiatives.
- 11) How will you fill new positions like the Recruiter? They will be filled using our board policies.
- 12) When discussing saving two jobs on campus, we are forgetting that we are letting three administrators go...aren't they part of the SCC family? The administrators are certainly an integral part of the family. This reorganization is simply redistributing the college's resources for greater institutional effectiveness.
- 13) Can you define what the "executive" in executive Director of Institutional Advancement means? This is a common title for this type of position. It indicates that this position has a higher level of responsibility and accountability than a director.
- 14) Has there been a Staffing Master Plan to justify this plan? No! The basic consideration or philosophy is to place more resources closer to the students and closer to the front line.
- 15) Is there another community college of our size or ARCC group cohort that has this administrative structure? The community colleges of our size have a variety of administrative structures. There is, however, at least one identified college in our IPEDS cohort with a similar model.
- 16) Can you identify the ways in which this reorganization best serves quality teaching and student learning? a) Having Student Services and Academic Affairs in the same unit may generate cooperation that would make students' experiences exceptional. b) By investing more in Basic Skills, there will be a greater effect on students. c) By implementing a comprehensive student recruitment program, we will better support student access. d) By establishing an institutional advancement

model, we will be able to attract more grants that can serve students and more scholarships to help students and support faculty development.

- 17) Can you imagine yourself not moving forward with the reorganization? No, I cannot! What would be the elements of your decision making that would lead you to that position? While there are some colleagues who question the need for the reorganization, there has been very good support for the reorganization as well. After all, this is an effort to ensure greater institutional effectiveness and to move the organization in a positive direction.

Conclusion:

In light of the recommendations for dialog at the college, this reorganization exemplifies meaningful dialog and interaction. This proposal started as the Superintendent thinking in July. The college community has spoken and we have listened and made modifications. Two areas presented concerns: the load of the VP for Academic and Student Affairs and the effect of the restructuring on accreditation. These concerns were addressed by reducing the workload of the VP and by making the difference between a hasty reorganization and a thoughtful and methodical one. The ultimate question and consideration is whether this reorganization would support learners and learning better. By providing resources for Basic Skills, Center for Teaching and Learning, Library and Distance Education under the leadership of Instruction, we have enhanced our potential for success.

This proposal will be formally presented to the Faculty Senate, Shared Governance for information and to the Governing Board for action. We are scheduling two open forums to answer questions.

COST ANALYSIS FOR REORGANIZATION POSITIONS

<u>Bottom Now</u>	<u>Top Now</u>	<u>Change Bottom</u>	<u>Change Top</u>
(1) 52 \$105,887	\$135,473	(1) 52 \$105,887	\$135,473
(2) 52 \$105,887	\$135,473	Same as above	Same as above
(3) 52 \$105,887	\$135,473	(2) 49 \$93,956	\$118,886
(4) 43 \$73,230	\$92,658	(3) 49 \$93,956	\$118,886
New Position n/a	n/a	(4) 47 \$83,988	\$106,271
		or	or
		49 \$93,956	\$118,886
New Position n/a	n/a	(5) 34 \$51,529	\$65,101
Low <u>\$390,891</u>	High <u>\$499,077</u>	Low w/47 <u>\$429,316</u>	High w/47 <u>\$544,617</u>
		Low w/49 <u>\$439,284</u>	High w/49 <u>\$557,232</u>

<u>Current Positions</u>	<u>Proposed Positions</u>
(1) V-P Academic Affairs	(1) V-P Academic and Student Affairs
(2) V-P Student Services	(2) Chief Information System Officer
(3) V-P Technology and Learning Resources	(3) Executive Director for Institutional Advancement
(4) Director of Marketing and Public Information	(4) Dean of Academic Success and Learning Resources
	(5) Coordinator of Marketing and Student Recruitment

NOTE: This analysis reflects base salaries and does not include benefit packages, nor does it include the VP for Finance and Administration since that does not have a cost differential.