

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

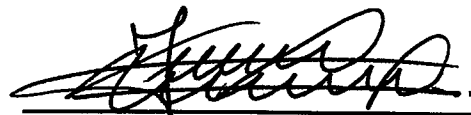
TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2009-10

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
To be determined (5)	Bookstore Assistants (as needed)	1/4/10 – 6/30/10	\$ 8.00 hour
To be determined	Substitute Scheduling Specialist	12/3/09-3/15/10	\$ 17.40 hour
Sabine Bolz	Program Development Human Services VTEA	12/3/09 – 6/30/10	\$ 64.71 hour
Kim Becker	Assistant Athletic Director	1/1/10 – 5/25/10	\$ 1,000.00 month/ stipend
Robert Brown	Substitute Custodian (as needed)	12/3/09 – 6/30/10	\$ 13.26 hour
Jeremy Erickson	Substitute Custodian (as needed)	12/3/09 – 6/30/10	\$ 12.20 hour
Marianne Flatland	Curriculum Development VTEA	12/3/09 – 6/30/10	\$ 64.71 hour
Domingo Soria Martin	Contract Ed – SEIU	01/14/10 – 5/25/10	\$ 53.88 hour
Kaitlyn Van Der Wende	Substitute Bookstore Operations Coordinator	11/16/09 – 12/28/09	\$ 17.40 hour

Trudy Largent, J.D.
Director of Human Resources



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

November 19, 2009
Date Submitted

November 19, 2009
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR
Governing Board Meeting
December 2, 2009
Page 2

Independent Contractors

<u>Name</u>	<u>Service</u>	<u>Dates of Contract</u>	<u>Amount</u>
	<u>Small Business Development Center</u> <u>Charles Eason, Responsible Manag</u>		
Steven Howard	Business counseling and technical Assistance to the Solano College Small Business Development Center.	12/3 – 3/31/10	\$ 40.00 hour not to exceed \$1200

Student Development
Shirley Lewis, Responsible Manager

Kathleen Callison	Facilitate and assist in the operation of the Tech Prep project for school year 09/10 to include participation in advisory/curriculum workshop, serve as liaison to the county secondary schools with articulated courses with SCC.	12/3-3/26/10	\$ 400.00
Thomas Watkins	Facilitate and assist in the operation of the Tech Prep project for school year 09/10 to include participation in advisory/curriculum workshop, serve as liaison to the county secondary schools with articulated courses with SCC.	12/3-3/26/10	\$ 300.00

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
James Franceschi	Journey Level Assistant Fire Instructor	9/21/09 – 10/10/09	\$ 25.00 hour
Brian Jewell	Journey Level Assistant Fire Instructor	12/1/09 – 6/30/10	\$ 25.00 hour

GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Janie Welsh	Assist the Assessment Specialist	Admissions & Records/Assessment

REQUEST TO RESCIND EMPLOYMENT

Subsequent to the Governing Board's employment approval of Jill Crompton as Scheduling Specialist at the Board meeting of November 18, 2009, to begin November 19, 2009, Ms. Crompton has notified the District of her decision **not** to accept the position.

APPROVAL OF JOB DESCRIPTIONS

The attached position descriptions for Chief Information Systems Officer and EOPS/CARE Coordinator were presented for information at the Board meeting held November 18, 2009. In accordance with Governing Board procedure, the descriptions are being presented tonight for approval.

SOLANO COMMUNITY COLLEGE DISTRICT POSITION DESCRIPTION

CLASS TITLE: CHIEF INFORMATION SYSTEMS OFFICER

BASIC FUNCTION:

Under the direction of the Superintendent-President, the Chief Information Systems 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 Systems 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 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: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

11/10/09	Vendor Payment	11016178-11016235	\$178,553.23
11/10/09	Vendor Payment	11016236-11016243	\$117,943.75
11/12/09	Vendor Payment	11016244-11016322	\$ 10,280.00
11/13/09	Vendor Payment	11016323-11016378	\$460,179.57
11/16/09	Vendor Payment	11016379-11016415	\$ 17,404.41

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

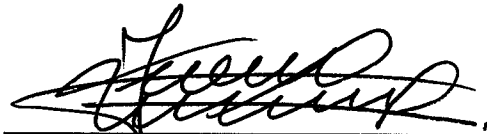
TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NURSING EDUCATION PROGRAM GRANT REDUCTION
REQUESTED ACTION: APPROVAL

SUMMARY:

Attached is a revised face sheet for the 2009/10 Nursing Enrollment Growth Grant. The fiscal year 2009-10 Nursing Program Education funding has been reduced. The Chancellor's Office is asking that the District complete and submit a Revised Grant Acknowledgement Form.

The 2009/10 grant allocation has been reduced from \$50,000.00 to \$39,807.00.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Máire Morinec, Dean
Health Occupations, Public Safety
and Family Studies

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

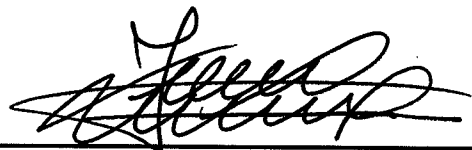
ADDRESS

(707) 864-4468

TELEPHONE NUMBER

Academic Affairs
ORGANIZATION

November 19, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

BOG, California Community Colleges
Chancellor's Office

1102 Q Street
Sacramento, CA 95811-6549

Revised Grant Funds Acknowledgement Nursing Education Program

The Solano Community College District acknowledges the reduction in Nursing Education Program grant funds for Fiscal Year 2009-10.

Signature, Chief Executive Officer (or authorized designee)

Jowel C. Laguerre, PhD
Printed Name of Person Signing

Date

Superintendent/President
Title

Signature, Chief Business Officer (or authorized designee)

Susan Rinne
Printed Name of Person Signing

Date

Interim Director Fiscal Services
Title

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

TO: Members of the Governing Board
SUBJECT: MESA GRANT AGREEMENT BUDGET REVISION
REQUESTED ACTION: APPROVAL

SUMMARY:

The 2009-10 MESA Grant Agreement has been revised to reflect the statewide budget reduction from the California Community College's Chancellor's Office (CCCCO). The grant was reduced from \$73,033 to \$50,568. The original grant was signed and submitted to CCCCCO on May 20, 2008.

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

Mostafa Ghous, Director
MESA Program

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7236

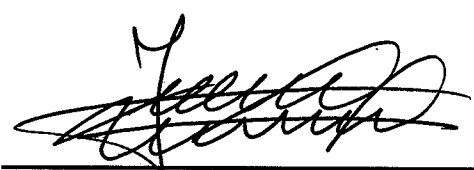
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Academic Affairs

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN SEIU UHW-WEST AND JOINT EMPLOYER EDUCATION FUND AND SOLANO COMMUNITY COLLEGE DISTRICT TO PROVIDE SPECIAL EDUCATION SERVICES PURSUANT TO CONTRACT EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:

A renewal agreement between Solano Community College and SEIU UHW-West and Joint Employer Education Fund for special education services is being presented to the Governing Board for approval.

The District will provide a five (5) credit hour Math 104 class for SEIU-identified participants. Training will include the cost of tuition and fees, course materials, parking passes, program coordination, SEIU staff conferences with the instructor, use of the Math lab, and Certificates of Success.

SEIU will compensate the District for all educational services rendered at a flat rate of \$6,000.00.

Copies of the agreement are available in the Office of the Superintendent/President, Office of Administrative and Business Services, and in the Office of Workforce and Economic Development and Contract Education.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **SEIU UHW-WEST AND JOINT EMPLOYER EDUCATION FUND**, hereinafter referred to as "SEIU-UHWEDUC."

WHEREAS, SEIU-UHWEDUC desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Math 104 enrollment, course materials, and special services for up to 8 students. Students who successfully complete the class will be awarded 5 hours of college credit.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above.
- C. Class participants will be identified by SEIU-UHWEDUC.
- D. SEIU-UHWEDUC will compensate the District for all educational services rendered at a flat rate of **\$6,000.00**. This fee includes the cost of tuition and fees, course materials, parking passes, and program coordination, SEIU-UHWEDUC staff conferences with the instructor, use of the Math lab, and Certificates of Success.
- E. Payments by SEIU-UHWEDUC Corporation to the District will be due upon receipt of invoice. An invoice will be generated within two weeks of class start.
- F. **IT IS MUTUALLY UNDERSTOOD** that SEIU-UHWEDUC and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to SEIU-UHWEDUC and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, SEIU-UHWEDUC, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of SEIU-UHWEDUC. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SEIU-UHWEDUC will indemnify, and hold harmless in any actions of law or equity, the District, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of SEIU-UHWEDUC under this Agreement or of any persons directly or indirectly employed by, or acting as agent for SEIU-

UHWEDUC, but not including the sole negligence or willful misconduct of the District. This indemnification shall extend to claims losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve SEIU-UHWEDUC from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of SEIU-UHWEDUC operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

Mary Ruth Gross
Executive Director
SEIU-UHWEDUC
Oakland, CA

Date _____

JOWEL C. LAGUERRE, Ph.D.
Superintendent/President
Solano Community College
Fairfield, CA

Date _____

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

TO: Members of the Governing Board

**SUBJECT: SET DATE, TIME AND PLACE FOR ANNUAL
ORGANIZATIONAL MEETING**

REQUESTED ACTION: APPROVAL

SUMMARY:

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College District designates the Board meeting of December 16, 2009, as the annual organizational meeting of the Governing Board. The organizational meeting will be held at 7:00 p.m., Room 626, at the Solano Community College campus, 4000 Suisun Valley Road, Fairfield, CA 94534-3197. At the annual organizational meeting, the Governing Board will:

1. Elect a President, Vice President, and appoint a Secretary for 2009-10.
2. Establish the dates, times, and locations of the Governing Board meetings.
3. Select a representative to the Solano County School Boards Association.

It is recommended that the Governing Board approve the date, time, and place for the organizational meeting as set forth above.

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

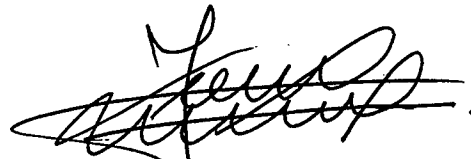
ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 19, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 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: APPROVAL

SUMMARY:

Dr. Jowel C. Laguerre, Superintendent/President, presented the executive administrative reorganization proposal at the November 18, 2009, Board meeting for information. The purpose of the proposal is to reinvest in activities and to support student access and success and financial growth.

Approval of the executive reorganization proposal is requested at this time.

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

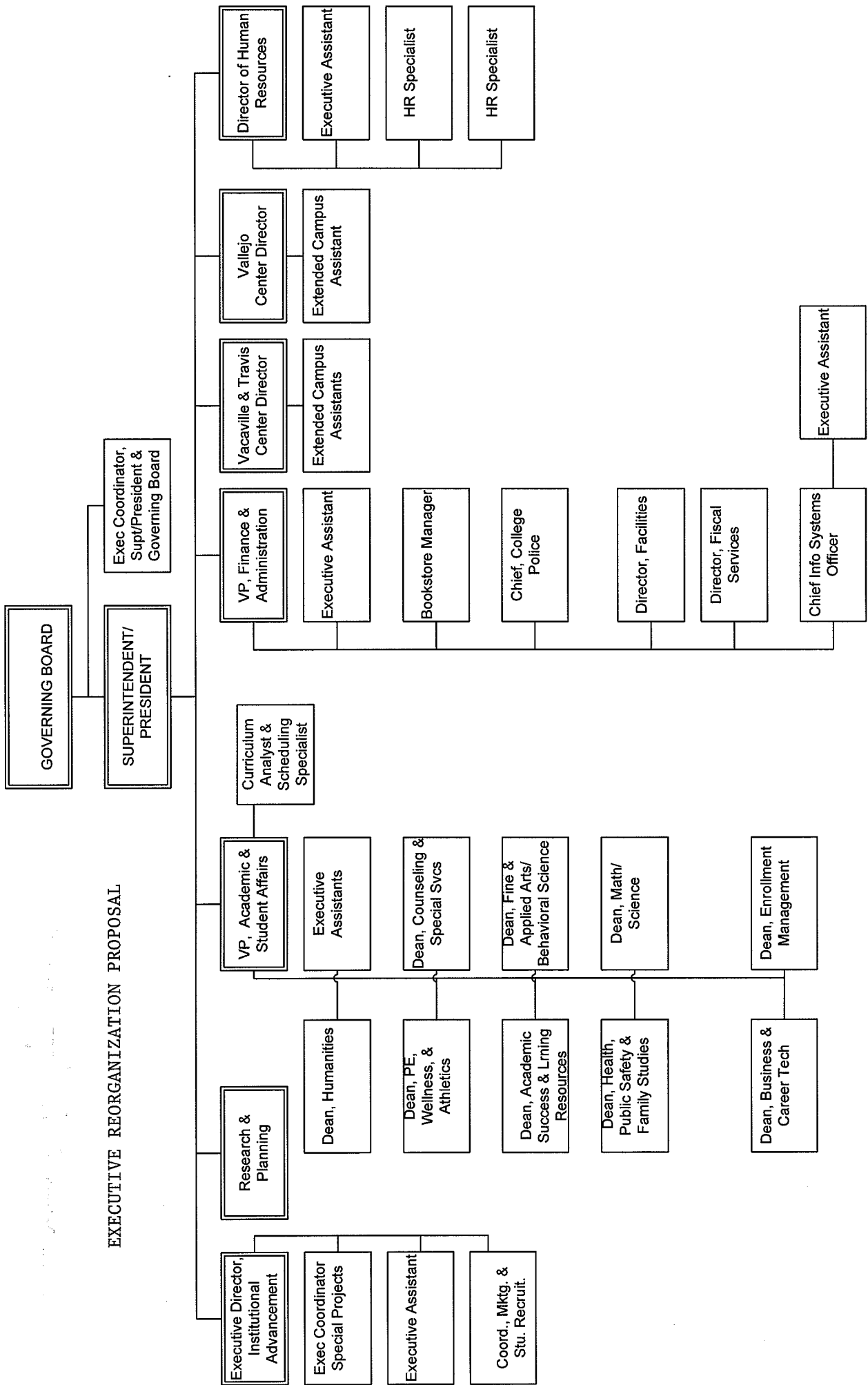
November 19, 2009
**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009
**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

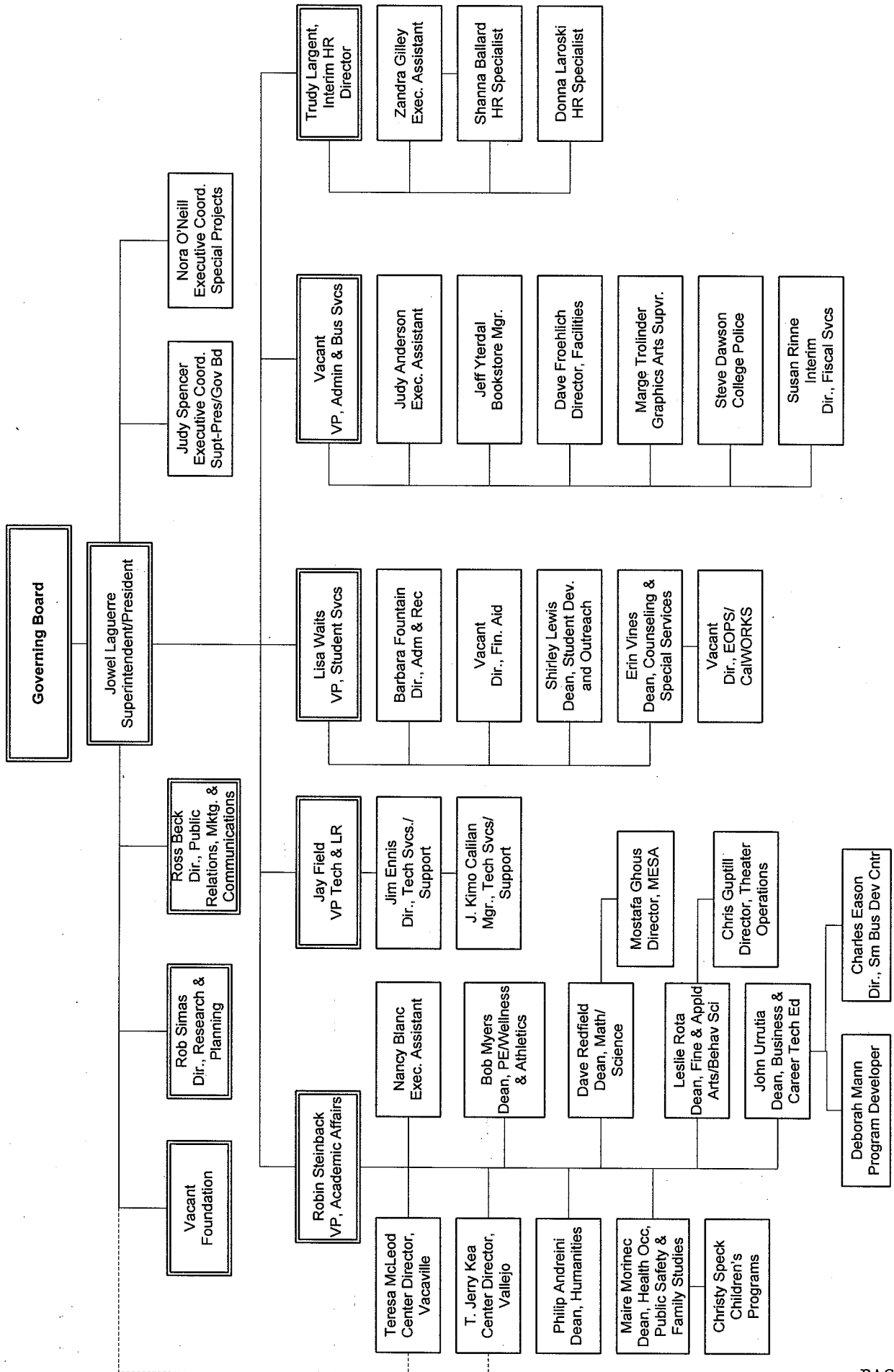
EXECUTIVE REORGANIZATION PROPOSAL



Solano Community College

Administrative Leadership Group 2009 - 10

CURRENT



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.

DRAFT

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>

Current Positions

Proposed Positions

(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

(3) Executive Director for Institutional

Resources

Advancement

(4) Director of Marketing and Public

(4) Dean of Academic Success and Learning

Information

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.

DRAFT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT BETWEEN CHILDSTART
INCORPORATED AND SOLANO COMMUNITY
COLLEGE DISTRICT TO PROVIDE TRAINING FOR
"MUSIC FOR EARLY CHILDHOOD" PURSUANT TO
CONTRACT EDUCATION

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College and ChildStart for contract education is being presented for review and approval by the Governing Board.

The District will provide a three (3) credit hour class, ECE 073, "Music for Early Childhood," for up to twenty-five (25) ChildStart employees. Training will include forty-eight (48) hours of instruction, to be held at the ChildStart office, starting on December 9, 2009.

ChildStart will compensate the District for all educational services rendered at a flat rate of \$10,500.00. The fee includes program development, coordination, tuition, instruction, college credit, course materials, evaluation, and Certificates of Success.

Copies of the agreement are available in the Office of the Superintendent/President, Office of Administrative and Business Services, and the Office of Workforce and Economic Development and Contract Education.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

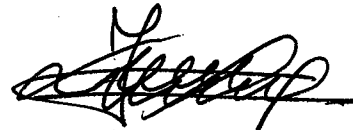
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **CHILDSTART INCORPORATED**, hereinafter referred to as "ChildStart."

WHEREAS, ChildStart desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide ECE 073, Music for Early Childhood, to up to twenty-five (25) ChildStart employees. The training includes forty-eight hours (48) hours of instruction. The class is scheduled to start on December 9, 2009. Students who successfully complete the class will be awarded three (3) hours of college credit. The course will be delivered at the ChildStart office.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above. The instructor will be certified in accordance with the rules and regulations of the California Community Colleges Board of Governors.
- C. ChildStart will identify all employees who will participate in the class.
- D. ChildStart will compensate the District for all services rendered and expenses at a rate of ten thousand, five hundred dollars and no cents (\$10,500.00.) This fee includes tuition, the cost of the instructor, all course materials, and Certificates of Success. Should additional services such as tutoring be required, an addendum to this contract may be added.
- C. Payment by ChildStart to the District will be due after the course has been 50% completed and upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that ChildStart and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to ChildStart and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, ChildStart, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of ChildStart. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

Debbie McGrath
Human Resources Director
ChildStart Incorporated
Napa, CA

JOWEL C. LAGUERRE, Ph.D.
Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN CHILDSTART
INCORPORATED AND SOLANO COMMUNITY
COLLEGE DISTRICT TO PROVIDE TRAINING FOR
"HEALTH EDUCATION" PURSUANT TO CONTRACT
EDUCATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College and ChildStart for contract education is being presented for review and approval by the Governing Board.

The District will provide a three (3) credit hour class, HED 002, "Health Education," for up to twenty-five (25) ChildStart employees. Training will include forty-eight (48) hours of instruction, to be held at the ChildStart office, starting on December 7, 2009.

ChildStart will compensate the District for all educational services rendered at a flat rate of \$11,800.00. The fee includes program development, coordination, tuition, instruction, college credit, course materials, evaluation, and Certificates of Success.

Copies of the agreement are available in the Office of the Superintendent, Office of Administrative and Business Services, and the Office of Workforce and Economic Development and Contract Education.

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

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

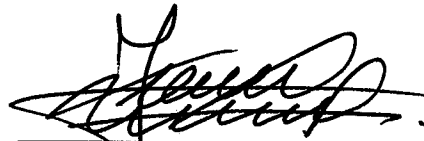
TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

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

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **CHILDSTART INCORPORATED**, hereinafter referred to as "ChildStart."

WHEREAS, ChildStart desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide HED 002, Health Education, to up to twenty-five (25) ChildStart employees. The training includes forty-eight (48) hours of instruction. The class is scheduled to start on December 7, 2009. Students who successfully complete the class will be awarded three (3) hours of college credit. The course will be delivered at the ChildStart office.
- B. District faculty and staff will develop, coordinate, teach, and evaluate the class referred to in "A" above. The instructor will be certified in accordance with the rules and regulations of the California Community Colleges Board of Governors.
- C. ChildStart will identify all employees who will participate in the class.
- D. ChildStart will compensate the District for all services rendered and expenses at a rate of eleven thousand, eight hundred dollars and no cents (\$11,800.00.) This fee includes tuition, the cost of the instructor, all course materials including a textbook, and Certificates of Success. Should additional services such as tutoring be required, an addendum to this contract may be added.
- C. Payment by ChildStart to the District will be due after the course has been 50% completed and upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that ChildStart and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to ChildStart and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, ChildStart, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of ChildStart . This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

Debbie McGrath
Human Resources Director
ChildStart Incorporated
Napa, CA

JOWEL C. LAGUERRE, Ph.D.
Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

RECORDING REQUESTED BY AND)
 WHEN RECORDED RETURN TO)
)
 Solano Community College District)
 Superintendent-President)
 4000 Suisun Valley Road)
 Fairfield, CA 94534)

SPACE ABOVE THIS LINE RESERVED FOR RECORDERS' USE

EASEMENT DEED AND PURCHASE AGREEMENT

This Easement Deed and Purchase 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 "Grantee" and the SOLANO COMMUNITY COLLEGE DISTRICT, a community college district, whose address is 4000 Suisun Valley Road, Fairfield, CA 94534, hereafter referred to as "Grantor."

RECITALS

A. Grantor is the owner in fee simple of certain real property generally described as 4000 Suisun Valley Road, in the City of Fairfield, County of Solano, State of California, commonly known as Assessor's Parcel No. 027-242-120 ("Grantor'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. Grantee desires to install approximately one thousand eight hundred and fifty (1850') linear feet of a new thirty inch (30") diameter waterline within Grantor's Property (the "Waterline") in accordance with approved plans and specifications, hereinafter referred to as the "Project."

C. Grantee desires to purchase a twenty (20)-foot wide easement, hereinafter referred to as the "Waterline Easement," over only the Grantor's Property specifically described in Exhibit A and depicted in Exhibit A-1 from the Grantor for construction, maintenance, operation and installation of the Waterline. In addition, Grantee desires to purchase a seventy (70)-foot wide (i.e., the Waterline Easement area plus an additional fifty (50)-foot wide area) temporary construction easement for the initial installation of the Waterline, hereinafter referred to as the "Temporary Easement," over only the College Campus specifically described in Exhibit B and depicted in Exhibit B-1.

D. Grantor has agreed to sell the Waterline Easement and the Temporary Easement to Grantee on the terms and conditions below.

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, Grantor and Grantee hereby agree as follows:

1. GRANT AND CONDITIONS OF EASEMENTS

1.1 Grant of Waterline Easement/ Temporary Easement. On the condition that Grantee pays the Purchase Price as set forth in Section 2, Grantor hereby grants to Grantee a nonexclusive twenty (20)-foot wide easement described more particularly in Section 1.3 below (i.e., the "Waterline Easement") and a nonexclusive seventy (70)-foot wide temporary easement described more particularly in Section 1.5 below for initial construction of the Waterline (the i.e., the "Temporary Easement"). During the term of this Agreement, the Waterline Easement shall be used solely for the purposes of installation, operation and maintenance of the Waterline and the Temporary Easement shall be used solely for the initial installation of the Waterline. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Waterline Easement and Temporary Easement areas or to grant other easements or licenses at the same location; provided, however, that such usage or grants shall not unreasonably interfere with Grantee's rights hereunder. Accordingly, the Waterline Easement and Temporary Easement granted herein are conveyed subject to the following:

1.1.1 Grantor retains the right to use the Waterline Easement and Temporary Easement areas in common with Grantee for any purpose that does not unreasonably interfere with Grantee's rights hereunder, it being understood that the easements granted herein shall be nonexclusive and shall be used in common with Grantor and all other persons or entities claiming by, under and through the Grantor and its and their respective heirs, administrators, executors and successors.

1.1.2 Grantor retains the right, without the prior written consent of Grantee (i) to make any and all use of the subsurface of the Waterline Easement except for an area within five (5) linear feet from the centerline of the Waterline (or ten (10) linear feet if Grantor is installing a sanitary sewer line), and (ii) to make any and all use of the subsurface of the Temporary Easement areas, the entire surface of the Waterline Easement and Temporary Easement areas and the air space above the Waterline Easement and Temporary Easement areas for any and all purposes, including, but not limited to, parking, driveways and pedestrian walkway; provided, however, that Grantor's uses shall not unreasonably interfere with Grantee's rights hereunder.

1.1.3 The grant of the Waterline Easement and Temporary Easement shall in no way restrict the Grantor from constructing further buildings, structures or improvements within the Waterline Easement and Temporary Easement areas that do not unreasonably interfere with Grantee's rights hereunder. In the event Grantor anticipates construction within the Waterline Easement and Temporary Easement areas such construction plans shall be delivered to Grantee prior to being finalized for the Grantee to review and comment. In the event that any such usage by the Grantor would require the realignment or relocation of the Waterline, such realignment and relocation shall be accomplished by Grantor within a reasonable time after receiving written notice by Grantor to Grantee, and the costs and expense of the realignment or relocation requested by Grantor shall be borne by Grantor.

1.2 Character of Easements. The easements granted in this Agreement are easements in gross.

1.3 Description of Waterline Easement. The Waterline Easement granted in this Agreement is a twenty (20)-foot wide easement of right of way in, upon, under, and across the Grantor's Property described in Exhibit A and depicted hereto in Exhibit A-1, only for the purposes of constructing, reconstructing, maintaining and operating, inspecting and repairing, at the sole cost of Grantee, the Waterline for the transmission and distribution of potable water. The Waterline Easement shall extend approximately

one thousand eight hundred fifty feet (1850') linear feet, which is the length of the Waterline over the Grantor's Property and to ten (10) linear feet on each side of the center line of the Waterline as more particularly described in Exhibit A and depicted in Exhibit A-1 for approximately 36,982 square feet. It is the intent of the Parties hereto that under no circumstances shall the Waterline Easement extend more than ten (10) linear feet in either direction from the centerline of the new Waterline.

1.4 Term of Waterline Easement. The term of the Waterline Easement shall begin on the date of recordation of this Agreement (the "Recording Date"), and so long as Grantee uses it for purposes related to the Waterline and under applicable law, the term of Waterline Easement shall be in perpetuity.

1.5 Description of Temporary Easement. The Temporary Easement granted in this Agreement is a seventy (70)-foot wide easement of right of way in, upon, under, and in gross of right of way across the College Campus described in Exhibit B and depicted in Exhibit B-1 hereto, only for the purposes of initial construction for the initial installation of the Waterline and completion of the Construction Work as described more particularly in Section 2.2 below. The Temporary Easement shall extend for approximately one thousand eight hundred fifty (1850) linear feet which is the length of the Waterline over the Grantor's Property. It is the intent of the Parties hereto that under no circumstances shall the Temporary Easement extend more than seventy (70) feet wide.

1.6 Term of Temporary Easement; Option to Extend. Subject to Grantee's options set forth below, the Temporary Easement shall automatically terminate upon the earlier of (i) one year after the Recording Date or (ii) completion of the Construction Work evidenced by recordation of a Notice of Completion. Completion of the Construction Work shall be deemed to occur on the date upon which the Waterline has passed final inspection by all governmental agencies. Grantee shall also have two options to extend the term of the Temporary Easement for six (6) months for each extension upon Grantee's written notice to Grantor and payment of \$9,876 for each extension term prior to expiration of the term or extended term, as the case may be.

1.7 Incidental Rights for Waterline Easement. The Waterline Easement granted in this Agreement includes incidental rights of ingress and egress to the College Campus only to the extent necessary for inspection, maintenance and repair of Waterline. In exercising these rights and use of the Waterline Easement, Grantee must (i) comply with all terms and conditions of this Agreement and applicable law, (ii) defend and indemnify Grantor per the terms and conditions under this Agreement and to the maximum extent under law, (iii) maintain additional insured certificates and insurance for Grantor's benefit per the terms and conditions under this Agreement, (iv) use reasonable care, (v) provide reasonable written notice of Grantee's intent to enter the College Campus in accordance with Section 2.2(a) below, and (vi) not make improvements or alterations to the Grantor's Property or College Campus except as provided in this Agreement or approved in writing by Grantor.

1.8 Nonexclusive Easements. The Waterline Easement and Temporary Easement are nonexclusive. Grantor retains the right to make any use of the Grantor's Property or College Campus, that does not interfere unreasonably with Grantee's rights hereunder, including the right to grant concurrent easements in Grantor's Property to third parties.

1.9 Maintenance of Waterline. Grantee shall, at all times, maintain the Waterline in good repair, including, but not limited to, repair or replacement of the Waterline, fixtures and appurtenances thereto. In addition, Grantee shall be responsible for any damage to the College Campus, Grantor's Property or property of third parties resulting from any exercise of the rights herein granted, including, but not limited to, soil

erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of the College Campus or Grantor's Property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise Grantee's rights hereunder.

1.10 Liens & Encumbrances. The grant of the Waterline Easement and Temporary Easement are subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements, and rights of way existing or pertaining to Grantor's Property, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the Grantor with respect to the Waterline Easement or Temporary Easement.

1.11 Relocation of Waterline/Waterline Easement.

(a) Grantor may relocate the Waterline Easement in accordance with this section if in the sole opinion of Grantor it interferes with the present or future use by Grantor of Grantor's Property. Any and all costs of relocations required by Grantor, including, but not limited to, all planning costs, construction costs, permits, fees, realignment costs, relocation costs, additional pipeline or fixtures to re-route the pipeline, or any and all other costs and expenses to relocate or realign the Waterline or its fixtures and appurtenances thereto shall be paid by Grantor.

(b) Should Grantee desire to relocate or realign the Waterline, then all costs and expense of the realignment or relocation shall be borne solely by Grantee; provided, however, that Grantor provide to Grantee a substitute easement area reasonably suited to Grantee's needs at no cost to Grantee.

(c) It is the intent of the Parties that the entity which desires to relocate or realign the Waterline shall be fully responsible for the design, costs, and expenses of the realignment or relocation. It is also the intent of the Parties that should relocation or realignment be requested by Grantee, then Grantor will negotiate in good faith for a substitute Easement area.

1.12 Termination of Waterline Easement. After December 31, 2013, Grantor may terminate the Waterline Easement and all of the rights granted herein any time upon the abandonment of the Waterline by Grantee without intent to resume use for six (6) months or longer. In the event of such termination, the Waterline Easement, or any such replacement easement granted if the Waterline is relocated according to Section 1.11 above, Grantor shall give Grantee ninety (90) days' written notice of its intent to terminate the easement, and if Grantee shall not have resumed use of the Waterline or provided documentation of its intent to do so within a reasonable time by the end of such ninety (90) day period, any and all interest of Grantee in Grantor's Property shall automatically revert to Grantor or its assigns and successors, without the necessity of any further action to effect said reversion. On demand by Grantor, Grantee shall promptly remove any and all improvements it installed in, on, under or above the Waterline Easement area and repair and restore the surface and subsurface Waterline Easement area to its prior condition. At the option of Grantor, all such improvements shall become the personal property of Grantor at no cost to Grantor.

1.13 Running With The Land. The easements, rights of way, covenants, conditions and restrictions provided herein are interests in the Grantor's Property. All rights and obligations provided in this Agreement shall run with the Grantor's Property and the benefits and burdens of this Agreement shall bind and benefit Grantee and its successors in interest acquiring any right, title or interest in all or any portion of the Waterline Easement or Temporary Easement.

1.14 Recordation. This Agreement shall be recorded in the official records of the County of Solano.

1.15 License to Enter. Grantor hereby grants to Grantee and Grantee's authorized agents, contractors, consultants, assigns, attorneys, accountants and other representatives an irrevocable license to enter upon the College Campus prior to the Recording Date for the purposes of making inspections and other examinations of Grantor's Property, including, but not limited to, the right to perform soil and geological tests of the Waterline Easement area and an environmental site assessment thereof. Grantee shall give Grantor reasonable written notice at least ten (10) days prior to undertaking any such soil or geological testing.

2. GRANTEE'S CONSIDERATION

2.1 Payment of Purchase Price.

(a) The total purchase price for both the Waterline Easement and the Temporary Easement to be paid by Grantee hereunder is the sum of Forty Thousand and No/One-hundredths Dollars (\$40,000.00) (the "Purchase Price"), which sum shall be paid in full in cash on or before the Recording Date.

(b) The parties hereby acknowledge and agree that the Purchase Price is equal to total just compensation for the Waterline Easement and the Temporary Easement and includes payment for any and all claims of Grantor arising out of or in connection with the Grantee's acquisition of Waterline Easement and the Temporary Easement, including, but not limited to compensation for these subject property interests, severance damages, cost to cure damages, inverse condemnation, precondemnation damages, de facto taking, loss of goodwill pursuant to Code of Civil Procedure Section 1263.510, damages for violation of civil or constitutional rights costs, litigation expenses, expert witness fees, appraisal costs, attorneys fees, interest, relocation assistance and/or benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, *et seq.*), if applicable, or under Title 1, Division 7, Chapter 1 of the California Government Code (Section 7260, *et seq.*), improvements pertaining to the realty, fixtures, furniture and equipment, moving expenses, abandonment costs, costs relating to the relocation of utilities from the larger parcel, or any other damages of every kind and nature suffered or to be suffered by Grantor by reason of Grantee's acquisition of the subject property interests, the Project for which the City is acquiring the Waterline Easement and the Temporary Easement.

(c) The parties may establish an escrow to accommodate the transaction contemplated by this Agreement, or they may close the transaction without one. If an escrow is used, Grantee shall pay for the cost of the escrow fees and escrow holder's customary out-of-pocket expenses for messenger services, long distance telephone, etc., any documentary or other local transfer taxes, and any other recording fees.

2.2 Construction Work. The Construction Work to be performed by Grantee hereunder consists of the following:

(i) Installation of the Waterline.

(ii) Restoration of the surface of Grantor's Property and repairs to any damage to Grantor's Property caused by Grantee's work.

(a) Prior to any Construction Work beginning on Grantor's Property or the College Campus by Grantee or Grantee's agents or contractors, Grantee shall

provide at least forty-eight hours written notice to Grantor's Maintenance and Operations Division specifying (i) the date work is to begin, (ii) the type of work proposed, (iii) the names of the contractor and/or Grantee's agents that will be entering Grantor's Property to perform work, and (iv) that all contractor's additional insured certificates have been issued and delivered to Grantor as required herein. Grantee shall cooperate with Grantor's Maintenance and Operations Division at all times to ensure that Grantor is kept fully informed regarding any proposed work schedule, construction, repair or other work, or any other reasonable request of Grantor regarding any work to be performed under this Agreement.

(b) Grantee shall locate all underground utility lines, sprinkler lines or other lines prior to any excavation or installation near the Waterline Easement area or the Waterline and shall immediately repair or replace, at Grantee's sole expense, all underground lines, including unknown underground lines, damaged by Grantee or Grantee's agents, affiliates, subcontractors, material suppliers, or independent contractors and pay all costs associated with such damage, repair or replacement. In addition, Grantee shall promptly repair or replace, as determined reasonably by Grantor, any damaged underground utility or sprinkler lines, trees, paving, concrete, curbs, sprinkler heads, or other items located within or near the Temporary Easement or Waterline Easement areas which are damaged by Grantee's construction, installation, repair, or maintenance of the Waterline or damaged by Grantee or Grantee's agents, employees, or independent contractors during the Waterline Easement's term. Grantee shall inspect the Waterline Easement and Temporary Easement areas prior to the start of the initial installation of the Waterline and notify Grantor, in writing, of any items located within two hundred (200) linear feet of the Waterline Easement or Temporary Easement areas which show pre-existing damage or Grantee waives any and all claims that the items were damaged prior to the Construction Work.

(c) In the event Grantee does not promptly proceed to commence repair or replacement of any damaged underground utility line, sprinkler line, other underground line, or other property damaged within twenty-four hours after the damage occurs, and continue to diligently pursue such repair or replacement, the Grantor shall have the option to, but not be required to, repair the damaged property at Grantee's sole expense. In the event that Grantor exercises its option to repair damaged property, Grantee shall promptly reimburse Grantor for all costs associated with the repair, including, but not limited to, all emergency costs, repair costs and expenses plus overhead at 20% of costs incurred.

(d) Grantee shall provide Grantor with at least three (3) full and complete sets of "as-built" drawings of the Waterline upon final installation and approval by all governmental agencies, which shall include, but not be limited to, "as-builts" showing the depth, location, all materials used and all notes and inspection records relating to the Waterline and any related improvements or appurtenances.

(e) Grantee, Grantee's agents and contractors shall install and maintain the Waterline and complete the Construction Work in accordance with all water agency approved plans and specifications and all applicable building codes and laws, including, but not limited to, the Uniform Building Codes, City of Fairfield Building Codes, County of Solano Building Codes, and any other requirements under applicable law.

2.3 Duty to Repair, Restore, Replace. After completion of the initial installation of the Waterline, Grantee and Grantee's agents, employees and contractors shall remove all of their personal property, including, but not limited to, goods, debris, barriers, construction supplies or materials, equipment, or other items related to the

Project from Grantor's Property and shall surrender possession of Grantor's Property to Grantor in good order and repair to the satisfaction of Grantor. In addition, after completion of any additional construction or other work within the Waterline Easement area relating to maintenance or repair of the Waterline, Grantee and Grantee's agents, employees and contractors shall remove all of their personal property, including, but not limited to, goods, debris, barriers, construction supplies or materials, equipment, or other items related to the Waterline or repair or maintenance thereof from the College Campus and shall surrender possession of the College Campus to Grantor in good order and repair to the satisfaction of Grantor. Grantee warrants and agrees to replace or repair any damaged property located within two hundred (200) feet of the Waterline Easement and Temporary Easement area, including, but not limited to, damages to fencing, irrigation, landscaping, underground utility lines or services, portland cement concrete, sidewalks, walkways, curbs and gutters, asphalt concrete, or other roadway surfaces, and all other damaged items located within or near the Waterline Easement, Temporary Easement or the College Campus (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. Grantee hereby expressly warrants that the workmanship and materials to be used in the Warranty Work shall be without fault or defect for a period of three (3) years after acceptance, in writing, of the Warranty Work by Grantor. Grantee agrees that it will, upon notice from Grantor 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 Grantor, and its assigns, and shall be enforceable by any one or more of them. Nothing contained herein shall be deemed to limit Grantee'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 Grantor. The requirements of this paragraph shall survive the completion of the Project and the expiration of the Temporary Easement.

2.4 Time Is of the Essence. For the completion of the Construction Work and performance of any Warranty Work, time is of the essence. Grantee agrees to cause the Construction Work to begin on or about May 2010 and anticipates completing the project by August 2010.

3. INDEMNITY/INSURANCE/ SAFETY RULES

3.1 Indemnity. This grant of the Waterline Easement and Temporary Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Agreement or use of the Grantor's Property, the College Campus or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. To the fullest extent permitted by law, Grantee agrees to defend (with counsel acceptable to Grantor), indemnify and hold the Grantor harmless from and against all loss, damage, liability, judgment, expense, cost, claim or lien (including stop notice or any other claim against grantor) arising out of injury to, whether bodily injury, personal injury, or death of persons, including, but not limited to, injury or death of any employee of Grantor, Grantee or Grantee's subcontractors, agents, or independent contractors, or loss of use or damage to property, or any other cause of action, proceeding, citation or work stoppage arising out of or in any way connected with the alleged violation by Grantee or Grantee's subcontractors, agents, employees, or independent contractors of any law, including causes of action in

tort, contract or equity, arising out of or relating to (i) the use of the College Campus by Grantee or Grantee's subcontractors, agents, employees, or independent contractors, or (ii) obligations of Grantee or its agents, subcontractors, or independent contractor under this Agreement or under law, or, (iii) Grantee's breach or default of its obligations hereunder: except to the extent that such indemnity is void or unenforceable at law and except for any loss, damage, liability, expense, cost, or claim to the extent such liability is the result of the sole active negligence, sole negligence or willful misconduct of the Grantor. Grantee shall include in all agreements with its subcontractors, agents, employees, and independent contractors, clauses similar to this paragraph wherein the Grantee's subcontractors, agents, employees, and independent contractors agree to indemnify and defend Grantor against all loss, damage, liability, expense, or costs relating to or arising from their activities on the College Campus.

Grantee's duty to defend Grantor is entirely separate from and independent of Grantee's duty to indemnify Grantor, including without limitation the defense of Grantor against claims for which Grantor may be strictly liable and applies whether the issue of Grantee's negligence, breach of contract or other fault or obligation has been determined. It is the intention of the Grantee and Grantor that Grantor shall be entitled to obtain summary adjudication of Grantee's duty to defend Grantor at any stage of any claim or suit with this Section 3.1.

3.2 Insurance. Grantee, Grantee'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 Grantor, its agents and employees, as additional insured in an amount not less than \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate. The insurance for general liability shall cover all operations of Grantee and Grantee's subcontractors, agents, and independent contractors and shall be evidenced by Grantee's and Grantee's subcontractors, agent, and independent contractors delivery to the Grantor of an endorsement form CG 2010 11/85 or its equivalent or CG2026 11/85 or its equivalent naming Grantor and Grantor's directors, officers, agents and employees as additional insured. The insurance shall cover all operations of Grantee and Grantees contractors. The additional insured certificates shall provide that there will be no cancellation, reduction, or modification without thirty days prior written notice to Grantor. All policies and additional insured endorsements shall stipulate that the insurance afforded for the Grantor, and their officers and employees, shall cover the workmanship of the Grantee and Grantee's contractors and subcontractors and shall be primary insurance and that any insurance carried by the Grantor shall be deemed excess and not contributory insurance. The Grantee and Grantee's subcontractors, agents, employees, and independent contractors shall not enter the College Campus area under this Agreement until the requirements of this Section have been complied with and the Grantee and all of Grantee's contractors, subcontractors and material suppliers have supplied a written additional insured certificate and endorsement to the Grantor covering the Grantee and all Grantee's subcontractors, agents, and independent contractors. As a condition of Grantor granting the Waterline Easement and Temporary Easement to Grantee in this Agreement, Grantee shall maintain insurance for Grantor's use and benefit as identified herein and provide Grantor with renewed additional insured certificates of endorsements at least thirty (30) days prior to any expiration of insurance in accordance with this Agreement. Grantor acknowledges that Grantee is a member of a self-insurance joint powers authority and Grantor agrees to accept such self insurance that complies with the requirements of this Section 3.2.

3.3 Safety Rules. Grantee and Grantee's subcontractors, agents, and independent contractors shall perform all Construction Work, Warranty Work and use the

Waterline Easement, Temporary Easement and College Campus 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 College Campus, adjacent properties, all Construction Work, Warranty Work or any other work performed relating to the use of the easement, workers, Grantee's employees, Grantee's subcontractors or their employees, Grantor or their agents and employees, and the public. Grantee represents and warrants to Grantor that Grantee, Grantee's employees and agents and Grantee's contractors, subcontractors and material suppliers while entering onto or working on the College Campus, performing Construction Work, Warranty Work or any other work relating to this Agreement, all Safety Rules, no matter what the source, shall be strictly observed. Grantee shall at its own cost and expense protect its own employees, employees of Grantor, and all others from risk of death, injury or bodily harm arising out of or in any way connected with the Construction Work, Warranty Work or use of the Grantor's Property or the College Campus.

4. MISCELLANEOUS PROVISIONS:

4.1 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 this Agreement is brought by either party, 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.

4.2 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, representations, warranties and agreements embodied in this Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the above easements and use of the College Campus by Grantee or its subcontractors, agents, employees, or independent contractors.

4.3 Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee, except as otherwise provided in this Agreement.

4.4 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 Grantee or Grantor. All parties have participated fully in the negotiation, preparation and drafting of this Agreement and the language used herein is the result of that participation. It is mutually agreed that any rule of law that any ambiguous language shall be construed against the author shall not be used and have no effect as to this Agreement. Grantor and Grantee have had a chance to review this Agreement with their respective attorney's and have either done so or declined to do so.

4.5 Severability. If any sentence or 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.

4.6 Notices. Any notice required or permitted may be given via United States mail at the addresses shown in this Agreement. The notice shall be considered delivered when deposited for delivery by the United States Post Office. Notices shall be addressed as provided below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as demanded in that notice:

GRANTEE: City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn: David White

GRANTOR: Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
Attn: David Froehlich

4.7 Modifications. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee. Grantor and Grantee each agree that they will make no claim at any time that this Agreement has been orally amended or modified.

4.8 Other documents. The following drawings, specifications, and other documents are incorporated into this Agreement:

4.8.1 “**Exhibit A**” and **Exhibit “A-1”** – Description and depiction of the College Campus, Grantor’s Property and the Waterline Easement.

4.8.2 “**Exhibit B**” and **Exhibit “B-1”** – Description and depiction of Temporary Easement.

4.9 Licensing of Contractors. All contractors and subcontractors are required by law to be licensed and regulated by the Contractors State License Board. Grantee warrants and represents to Grantor that all contractors or persons performing any construction work relating to the installation, maintenance, repair, relocation, or realignment of the Waterline, or performing any Warranty Work or entering the College Campus to perform any Construction Work, shall be properly licensed at all times by the California Contractors State License Board, bonded in accordance with Section 4.19 below, and insured according to the terms and limits identified in this Agreement.

4.10 Waivers/Remedies Not Exclusive. 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 Grantee and Grantor. No oral waiver shall be valid and shall be automatically null and void. No remedy conferred by and specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

4.11 Effective Date. The effective date of this Agreement shall be the last date that the Solano Community College Board and the Fairfield City Council approve and execute this Agreement.

4.12 Force Majeure. If either Party is prevented from or delayed in performing any of its obligations under this Agreement by reason of a Force Majeure Event, such Party shall notify the other Party in writing as soon as practicable after the onset of such Force Majeure Event and shall be excused from the performance of its obligations under this Agreement to the extent that such Force Majeure Event has interfered with such performance. For the purposes of this Agreement, a "Force Majeure Event" shall mean any of the following events to the extent not caused by such Party or its agents or employees: (i) war, riot, acts of a public enemy or other civil disturbance, (ii) acts of God, including but not limited to, storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, landslides, wild fires, (iii) sabotage or destruction by a third party (other than any contractor retained by or on behalf of the Party) and (iv) strikes, walkouts, lockouts or similar industrial or labor actions or disputes.

4.13 Assumption of Risk. Grantee and Grantee's employees, agents, contractors, subcontractors, and material suppliers shall assume any and all risks, whether known or unknown, whether patent or latent, relating to the College Campus and Grantor's Property for use of the Waterline Easement, Temporary Easement or other rights hereunder at their own risk and subject to whatever hazards or conditions may exist on the College Campus or Grantor's Property. Grantee represents and warrants to Grantor that it shall include in all agreements with its subcontractors, agents, employees, and independent contractors, clauses similar to this paragraph.

4.14 Permits and Costs. Grantee represents and warrants that Grantee and Grantee's contractors, subcontractors and material suppliers shall obtain all necessary permits and licenses from the appropriate governmental agencies for the Construction Work or any other work undertaken on the Grantor's Property or the College Campus pursuant to Grantee's rights hereunder.

4.15 Grantee's Duty to Comply with Laws. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense. Grantee warrants and represents that it has or will comply with all laws relating to the installation of the Waterline or any other Construction Work, including, but not limited to, CEQA, the Education Code, or any other applicable environmental or other law. Grantee agrees to indemnify Grantor against any and all environmental or other CEQA claims brought by third parties against Grantor to the fullest extent under law in accordance with the provisions of Section 3.1 of this Agreement.

4.16 Hazardous Materials. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Waterline Easement or on any other real or personal property of Grantor.

4.17 Grantee's Duty to Use Routes Directed by Grantor. Grantee shall not materially interfere with the use by and operation and activities of Grantor on the College Campus, and Grantee shall use such routes and follow such procedures on the College Campus, as directed reasonably by Grantor, as result in the least damage and inconvenience to Grantor.

4.18 Taxes & Liens. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Waterline Easement area, or against any of Grantor's real property as a result of the Waterline

Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Waterline Easement area or any of Grantor's real property.

4.19 Bonds. All Construction Work within the Waterline Easement area by Grantee's contractors or agents, including, but not limited to, installation of the Waterline and any required repairs to the Waterline or Grantor's Property, shall be performed under a one hundred percent (100%) payment bond and one hundred percent (100%) performance bond as indicated herein.

4.19.1 Performance Bond. The amount of the bond to be given to secure faithful performance of any and all contracts, Construction Work, repair work, maintenance work, or any and all other work within the Waterline Easement area, shall be equal to one hundred percent (100%) of the contract price thereof, and shall provide, in effect that the principal shall sell and truly perform the "contract" rather than the "work to be done".

4.19.2 Payment Bond. The amount of the bond to be given to secure the payment of all claims, demands, liens, stop notices, or changes of material, men, mechanics and laborers shall be equal to one hundred percent (100%) of the contract price.

4.20 Grantee's further representations. In addition to the representations by Grantee as identified elsewhere in this Agreement, Grantee represents and warrants to grantor as follows:

(a) Grantee acknowledges that Grantee is acquiring the Waterline Easement solely in reliance on Grantee's own investigation and that no representations or warranties of any kind whatsoever, express or implied, have been made by Grantor.

(b) Grantee acknowledges that Grantor shall have no obligation to improve Grantor's Property, and Grantee further agrees that it is acquiring the Waterline Easement in an "AS IS" condition.

4.21 Certification of Non-Foreign Status. Grantor covenants to deliver to Grantee, within thirty days after written request by Grantee, a certification of Non-Foreign Status in accordance with I.R.C. Section 1445, and a similar notice pursuant to California Revenue and Taxation Code Sections 18805 and 26131.

4.22 Default and Remedies. In the event of a breach or default under this Agreement by either Grantee or Grantor that is not cured within thirty (30) days written notice (or such longer period provided by a provision of this Agreement) from the other party, the non-defaulting party shall have, in addition to all rights available under this Agreement or available at law or equity, including but not limited to the right to seek specific performance of this Agreement.

4.23 Broker's Commissions. Each party represents and warrants that it has not use any brokers, agents or finders, licensed or unlicensed in the negotiation of this Agreement, and agrees to indemnify and hold harmless the other party from any and all claims of such brokers, agents or finders related to this Agreement.

4.24 Interpretation and Construction. The parties agree that each party has reviewed and revised this Agreement and have had the opportunity to have their counsel and real estate advisors review and revise this agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. In this Agreement the neuter gender includes the feminine and masculine, and singular number

includes the plural, and words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires. The recitals and captions of the sections and subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

4.25 City Manager Authority. The City of Fairfield City Manager is hereby directed and authorized to execute on behalf of Grantee such other documents, including without limitation, certificates of acceptance or certifications, as may be necessary or convenient to implement the terms of this Agreement.

4.26 College President Authority. The President of Solano Community College is hereby directed and authorized to execute such other documents, including without limitation, certificates of acceptance or certifications, as may be necessary or convenient to implement the terms of this Agreement.

4.27 Assignment. Grantor may assign its rights under this Agreement at any time by providing written notice thereof to Grantee. Grantee may assign its rights under this Agreement or may designate a nominee to acquire title to the easements, on the condition that:

(a) any such assignment or designation, including all writing or contracts thereto, shall be approved in writing by Grantor prior to such assignment or designation; and

(b) any such assignment or designation shall not relieve Grantee of any of its obligations under this Agreement or under any modifications thereto; and

(c) any assignee, nominee or designee shall expressly assume all of the obligations and terms and conditions to Grantor identified in this Agreement and in any modifications thereto.

If conditions a-c identified in this Section are not expressly and fully assumed by Grantee and Grantee's assignee or designee then the assignment or designation shall be automatically null and void and of no force and effect.

4.28 Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

“GRANTOR”

SOLANO COMMUNITY COLLEGE
DISTRICT, a community college district

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

District Counsel

“GRANTEE”

CITY OF FAIRFIELD,
a municipal corporation

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

CERTIFICATION OF ACCEPTANCE

The CITY OF FAIRFIELD, a municipal corporation (the "City"), hereby accepts the interests in real property conveyed by that certain Easement Deed and Purchase Agreement between the Solano Community College District and the City of Fairfield dated as of _____, 200__. The undersigned was authorized to accept the property on behalf of the City pursuant to Resolution No. _____, adopted by the City Council on _____, 200__.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth below.

By: _____

Printed Name: _____

Title: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ADAPTIVE HORTICULTURE PROGRAM IN
PARTNERSHIP WITH THE DISABILITY SERVICES
PROGRAM PRESENTATION

REQUESTED ACTION: INFORMATION

SUMMARY:

The Horticulture and the Adaptive Horticulture Program, in partnership with the Disability Services Program, will make a five-minute presentation to the Governing Board on their State-wide Model Program to share the fruits of their labors. The Chancellor's Office and UCLA's Tarjan Center have recognized this program as a state-wide model for special courses for students with disabilities.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Ron Nelson, Faculty
Dr. Joseph Conrad, Interim Dean
Math & Science

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7221

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: NEW CLASS SPECIFICATIONS FOR POSITIONS IN THE
ADMINISTRATIVE LEADERSHIP GROUP

REQUESTED ACTION: INFORMATION

SUMMARY:

As a result of the Administrative Leadership Group Reorganization, the following positions have been established and the job descriptions are being presented tonight for information.

1. Vice President, Academic & Student Affairs (educational administrator) – Range 52
2. Dean, Enrollment Management (educational administrator) – Range 49
3. Executive Director, Institutional Advancement (classified manager) – Range 49
4. Coordinator, Marketing & Student Recruitment (classified manager) – Range 33

In addition, Governing Board Policy 4800 will be revised to include the positions above and to eliminate the Vice Presidents, Academic Affairs, Student Services; and Technology and Learning Resources; and Director, Public Relations, Marketing and Communications.

In accordance with Governing Board procedure, the class specifications will be presented for Board action at the December 16, 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

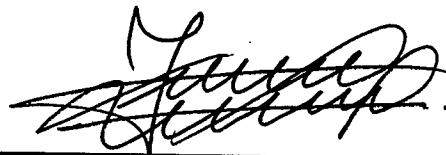
TELEPHONE NUMBER

Administration

ORGANIZATION

November 19, 2009

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT



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

November 19, 2009

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: VICE PRESIDENT, ACADEMIC AND STUDENT AFFAIRS

BASIC FUNCTION:

Under the direction of the Superintendent/President, the Vice President of Academic and Student Affairs is the Chief Instructional Officer responsible for administration of the comprehensive college educational and student services programs; provides leadership and works cooperatively with academic administrators and faculty to plan and implement high quality educational programs and services for students consistent with the College mission and strategic plan.

REPRESENTATIVE DUTIES:

Provides focused leadership on the quality and integrity of all of the District's academic degree programs, assessing student learning outcomes, developing high quality faculty and providing high quality academic and student support services.

Collaborating with the Deans, the Vice President's specific areas of leadership include the following: academic services, admissions, enrollment services, advising and counseling services, articulation and transfer services, career services, prior learning assessment services, student life and leadership, intercollegiate athletics, child care services, judicial affairs, developmental and educational services, library services, instructional technology, and distance learning.

Serve as liaison with secondary and other post-secondary educational institutions.

Actively serve as member of the Superintendent/President's Cabinet to advance the District's mission and goals.

Act as a liaison to and participates in the Governing Board meetings and its committees as assigned.

Provide creative and energetic leadership in strategic planning by developing new initiatives that promote achievement of the District mission and goals.

Supervise and evaluate the academic and student deans.

Coordinate budget planning, monitors budget implementation, and ensures fiscal management across academic and student affairs operations.

Ensure compliance with all contractual arrangements and the policies and procedures, including the faculty collective bargaining agreement.

Provide the coordination and leadership required for the committee decision-making processes to ensure shared governance across the College community.

Assess and recommend facilities needs for academic programs, support services, and student activities.

Recommend all faculty to the Superintendent/President for appointment.

Remain current with educational trends, issues and challenges for comprehensive community Colleges.

Represent the College through public appearances and presentations, both internal and external, including attendance at regional and national professional education organizations.

Actively participate in California Community Colleges activities.

Serve as the Accreditation Liaison to the Accrediting Commission for Community and Junior Colleges (ACCJC).

Develop and maintain an operational manual.

Carries out special projects as may be assigned.

EDUCATION AND EXPERIENCE:

Minimum Qualifications

- Master's degree required from a regionally accredited institution of higher education.
- At least four years of experience at the dean level or above.
- Teaching experience.
- Experience with or an acute understanding of Student Services functions and how they support learning and student success.

Preferred Qualifications

- Doctorate degree from a regionally accredited institution.
- Successful experience in higher education with a strong record of teaching excellence on the postsecondary level and demonstrated senior-level academic leadership experience with a record of increasing responsibility and success
- An understanding and appreciation of the roles of student services and student development

- Comprehensive knowledge, and demonstrated understanding and experience of: academic program development, implementation and assessment; student support services; instructional technology; library; budget planning, budget preparation, and fiscal management.
- Curriculum development/management experience.
- Capacity for working effectively within a collective bargaining environment.
- Appreciation of the values of cooperative decision-making.
- Understanding of commitment to and passion for the community college mission.
- Demonstrated understanding of trends, issues and challenges of a comprehensive community college.
- Evidence of community service or involvement.
- Excellent organizational, communication, customer service, decision-making, judgment, problem-solving and delegation skills.
- A record of community involvement and service.

TL/zg

Board approved: _____

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: DEAN OF ENROLLMENT MANAGEMENT

BASIC FUNCTION:

Under the direction of the Vice President, Academic and Student Affairs, the Dean of Enrollment Management is responsible for providing leadership and vision in a comprehensive array of student enrollment services, as a member of the District management team, and for building and fostering a collaborative consultation process in the planning, implementation and evaluation of a variety of credit and noncredit student services, programs and activities.

REPRESENTATIVE DUTIES

Implements accreditation recommendations and standards to lead a variety of division services, including division and department budgeting, research, reporting, student learning outcomes assessment, program review, technological advancement, and fiscal accountability.

Develops, implements and evaluates short and long-range Enrollment Management strategies, goals and objectives for the offices of Admissions and Records and Financial Aid, including providing administrative leadership in coordinating the admissions and registration (enrollment) processes for credit, noncredit, community education and international students utilizing current administrative technologies and evaluating and recommending new technologies for improving the services provided by the offices of Admissions and Records and Financial Aid.

Acts as the custodian of records in maintaining all student academic records, ensuring security and confidentiality in compliance with all Federal, state and local regulations and is responsible for the certifying students for the awarding of the Associates of Arts Degree, Associate of Sciences Degree, Certificates of Achievement, Skills Certificates, transfer certification to the CSU and UC systems with responsibility for the maintenance and issuance of all academic transcripts.

Provides leadership to the college community with the implementation of BANNER Student Modules and is responsible for the testing of all BANNER Student Module up-grades.

Administers and implements District policies, collective bargaining agreements, Equal Opportunity statutes, State and Federal codes, local laws and other regulations as applicable, to assure compliance and continual modernization throughout all division and department programs, services and activities, and their fiscal management to support and foster the District mission.

Implements, reviews and interprets all applicable sections of Title 5 of the California Code of Regulations, and the California education Code, federal regulations pertaining to the Certification of veterans Educational Benefits, federal regulations pertaining to the issuance of an I-20 and all reporting requirements mandated by the Department of Home Land Security in SEVIS.

Evaluates College Board Policies and Administrative Procedures on a continual basis and recommends changes for the improvement of services in consultation with the Vice President of Academic and Student Affairs and all appropriate governance committees.

Supervises and provides leadership and support to the Director of Financial Aid and Director of Admissions and Records in the administration of Federal, State and institutional financial assistance programs and to a large classified staff in providing essential services to students, faculty, staff and administration.

Performs other duties as assigned by the Vice President of Academic and Student Affairs.

KNOWLEDGE, SKILLS AND ABILITIES

KNOWLEDGE OF:

State and Federal codes, statutes and regulations that govern California community college student developmental and instructional services including: Federal regulations pertaining to the Family Educational Rights and Protection Act; Federal regulations pertaining to the certification of Veterans Educational Benefits; Federal regulations pertaining to the issuance of an I-20 and all reporting requirements in SEVIS; pertinent sections of Title 5 of the California Code of Regulations pertaining to student developmental, curriculum and institutional services; pertinent sections of California Education Code; Americans with Disabilities Act (ADA) compliance regulations; California State Chancellor's Office (Systems Office) legal opinions and advisories.

SunGard (BANNER) Student Module applications ~~or other such ERP System~~

Microsoft Office Word/Excel.

Board policies and Administrative Procedures.

Articulation agreements with other colleges/universities.

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

Evaluation methods.

Awareness of or familiarity with Curriculum development and instructional management processes.

Course articulation.

Steps in student matriculation.

Budget preparation and control.

Principles and practices of program administration, supervision and staff development.

Effective interpersonal communication.

Policies, regulations, and objectives of assigned programs and activities.

Programs, functions, purposes and goals of the division/area.

Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.

Effective practices and methods for program planning, developing, implementations, and evaluation.

Shared Governance Policy and Procedures.

Provisions of Collective Bargaining Agreements.

ABILITY TO:

Collaborate with faculty and administrative staff in shared governance; in the practical use of ERP system as well as basic office computer technology to facilitate and support student services and staff productivity; in written communication, including reporting and funding proposals.

Communicate orally and in writing before groups, to facilitate meetings, and for reporting and preparing funding proposals; and to work effectively as part of a management team.

Plan, organize, develop and evaluate the programs, activities and curriculum of a College academic division.

Communicate effectively, both verbally and in writing, with faculty and staff, students and community members.

Work effectively with students, faculty, and staff from diverse backgrounds and disabilities to promote access and equity.

Present a positive image of the College in the community.

Train, supervise and evaluate personnel 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, requirements and restrictions.

Analyze situations accurately and adopt an effective course of action.

Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.

Understand the needs of the Division in the context of the overall goals and priorities for the College as a whole.

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 time lines; organize multiple projects effectively; and carry out required project details throughout the year.

Evaluate and support faculty and staff recommendations for program improvements and/or new program efforts.

Develop and manage grants and special projects.

Work within Board/District approved guidelines to establish positive media and community relations.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Master's degree or the equivalent from an accredited college or university, a minimum of three years of formal leadership experience reasonably related to the administrative assignment.

Extensive experience in public contacts that has demonstrated skill in respectful and sensitive communication with people who are diverse in their cultures, language groups, abilities, lifestyle and backgrounds.

Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.

DESIRABLE ATTRIBUTES AND SKILLS

Previous experience in higher education leadership that has included leadership of student services programs, such as the following: enrollment management, counseling, admissions and registration, enrollment services, financial assistance and college-life support; coordinating the work of staff; and experience in budget development and maintenance.

Previous experience as a Registrar, Financial Aid Director, Director of Admissions or Records, or related Student Services administrative position, at least three years full time in a California community college preferred.

Enrollment management strategic planning experience and success in meeting plan goals.

Experience with and commitment to building an internal alliance and close working relationship between and among the units of Enrollment Management and the departments and other offices of the College.

Working knowledge of the State and Federal codes, statutes and regulations that govern California community college student services and learning support programs, including those relevant to participatory governance and collective bargaining.

Working knowledge of MIS and other reporting requirements for credit, noncredit, and community education.

Demonstrated skill in participatory governance and collaboration with faculty and administrative staff.

Demonstrated skill in the practical use of an ERP system and office computer and ~~instructional~~ technology to facilitate and support student services and staff productivity.

Demonstrated skill in written communication, including reporting and funding proposals.

Demonstrated skill in oral communication, including public speaking, group meeting facilitation and excellent presentation experience.

Demonstrated ability to work effectively as part of a management team.

Demonstrated successful experience in personnel management, team-building, goals-development and accomplishment-leadership. Affability, grace under pressure, multi-tasking ability, a genuine interest in the ideas and contribution of others, adaptability, and situational decision-making.

TL/zg

Board approved: _____

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS

CLASS TITLE: EXECUTIVE DIRECTOR, INSTITUTIONAL ADVANCEMENT

BASIC FUNCTION

Under the direction of the Superintendent/President and the Foundation Board of Directors, directs the Solano College Foundation and resource development including the grants program; provide leadership assistance with marketing and public relations for the Solano Community College District; assist the District and administer the Foundation to meet enrollment, resource, and advancement goals; serve as the Superintendent/President's liaison with the Foundation's Board of Directors; serve as one of the District's main representatives to the community to advance Solano College and the Foundation, and perform other related work as required.

DISTINGUISHING CHARACTERISTICS

The Executive Director, Institutional Advancement is distinguished by the requirement for working directly with the Foundation Board of Directors and other groups external to and in support of the College. The incumbent must understand and promote the connection between the Foundation/Institutional Advancement functions and student learning and institutional effectiveness outcomes.

REPRESENTATIVE DUTIES

Lead the Solano College Foundation, including advancement functions, resource and fund development plans and activities, the grants program and, as requested by the Superintendent/ President, the District's Public Information and Marketing Program.

Assist the Superintendent/President in working with the Foundation to develop plans for generating revenue and managing and distributing funds to District programs and individuals.

Assist the Superintendent/President in coordinating the work of the Foundation Board of Directors and its committees in developing and implementing policy.

Develop, train, and reward the volunteers who serve on the Foundation Board and as College Ambassadors.

Serve as a liaison between the District, the Foundation and individuals, groups, businesses, and corporations in and/or connected with the Solano County community.

Enhance College/community relationships, establish or enhance programs of donor recognition, (working with the Superintendent/President).

Develop and administer an integrated, advancement, marketing, and resource development program in which staff members work cooperatively and collaboratively as a team.

Assist in the development of a marketing plan that relates to enrollment management, enhancing the College's image and reputation, developing and strengthening programs, institutional advancement, and annual and long-range planning.

Serve on District standing committees as assigned.

Recommend for employment, provide for training, direct, supervise, and evaluate the work performance of the department staff.

Produce and host public and community relations events, Foundation advancement and other events (using paid and volunteer staff).

Recommend and administer department budgets.

Compile and maintain statistical and other data and write reports.

Interact and communicate with public and news media on behalf of the District, as requested by the Superintendent/President.

Direct Foundation-related fundraising activities including recordkeeping, acknowledgement, and recognition.

Direct the maintenance of donor/prospect records and mailing lists for programs of annual and planned giving.

Direct volunteer activities in the areas of research, cultivation, and solicitation of prospective (individual and corporate) donors.

Increase the donor base.

Develop an effective alumni organization.

Develop and implement all forms of planned giving, capital, and major gifts campaigns, endowment development, and scholarship annual campaigns.

Provide leadership in entrepreneurial activities appropriate for the Foundation.

Provide own transportation and travel countywide.

Establish and maintain cooperative working relationships with those contacted in the performance of duties.

Communicate effectively orally and in writing.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college staff and students.

College development program -- capital campaigns, endowments, annual, and planned giving programs.

Legal requirements for 501C3 organizations and District policies and procedures.

Changes in state and federal laws that affect college development programs.

Securing grants, financial support.

Contemporary practices in public relations, marketing, and communication.

Supervisory/administrative principles and practices.

Current technologies, personal computer, and associated office software such as word processing, spreadsheet, presentation, and/or database software.

Correct usage of English, grammar, spelling, punctuation, and vocabulary.

ABILITY TO:

See for the purpose of reading laws and codes, rules and policies, and other printed matter.

Hear and understand speech at normal levels.

Speak so that others will be able to understand a normal in-person and telephone conversation.

Sit or stand for extended periods of time.

Lift and/or carry 25 pounds.

Exert manual dexterity sufficient for keyboard and other office equipment operation.

EDUCATION AND EXPERIENCE

Required Qualifications: A Bachelor's degree from an accredited college or university and coursework in resource development is required. Demonstrated initiative and creativity in college advancement programs and one year of full-time equivalent experience with college or private foundation(s) and one year of full-time management level experience, including supervising staff, budget, and accounting procedures.

Preferred Qualifications: Graduate degree work in resource development, advancement, marketing, or administration; experience in marketing and/or development experience such as public relations and/or publications; three years of full-time experience with college or private foundation(s); three years of full-time management level experience including supervising staff, budget, and accounting procedures; and experience working in a community college.

TL/zg:11/10/09

Board approved: _____

**SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION**

CLASS TITLE: COORDINATOR, MARKETING & STUDENT RECRUITMENT

BASIC FUNCTION: Under the general supervision of the Executive Director of Institutional Advancement and the Dean of Enrollment Management, the incumbent will plan, coordinate, perform and evaluate outreach and recruitment services and partnerships in support of enrollment management goals and plans; serves as primary liaison between the college departments and local community groups, as well as the general student populations.

DISTINGUISHING CHARACTERISTICS: This position has primary responsibility for a comprehensive integrated marketing and communications plan with the purpose of advancing enrollment and brand identity. Work is performed under general work guidelines established by the Executive Director of Institutional Advancement and the Dean of Enrollment Management and daily activities require the use of initiative and significant independent judgment, particularly when dealing with members of the press and the public. Successful performance requires possession of program coordination skills and the professional written and oral communications skills required of a highly visibility position in the community.

REPRESENTATIVE DUTIES:

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

Work closely with College programs that provide programs-specific outreach in order to develop comprehensive and coordinated outreach plans and recruitment activities that result in the reduction of duplicative efforts.

Coordinate events and outreach activities with area high schools, middle schools and elementary schools which bring superintendents, principals and school staff together for dialog on mutual interests.

Serve as primary liaison between the College and local high school faculty and administrative personnel.

Collaborate with College's Tech Prep and ROP Offices to identify, facilitate completion of, and annually update high school Tech Prep/ROP articulations; provides updates to the college, high school and student information sites.

Work closely with College's Articulation Office to provide seamless transition among high school, two-year, and four-year articulations.

Develop and monitor high school articulation agreements.

Work with college staff, school administrators and faculty to plan, coordinate and implement the outreach program to general high school, middle school and elementary school populations, including events such as high school visitations, campus tours, career days, programs for specific disciplines and countrywide administrators events.

Survey participants to obtain feedback, analyzes results and makes recommendations to improve or enhance future events.

Plans a master calendar of outreach activities to the general high school, middle school and elementary school population.

Prepare promotional materials, correspondence, reports, applications, minutes and other written materials related to high school outreach and high school articulation.

Work with college staff, school administrators and faculty to plan, coordinate and implement the outreach program to general high school, middle school and elementary school populations, including events such as high school visitations, campus tours, career days and programs for specific disciplines.

Survey participants to obtain feedback, analyzes results and makes recommendations to improve or enhance future events.

Interact with College departments and programs in order to coordinate outreach efforts; recruits faculty, staff and college students to represent College programs and services for outreach events and activities.

Plans master calendar of outreach activities to the general high school, middle school and elementary school population.

Maintain a master calendar of all outreach activities, working in collaboration with programs that provide outreach to special populations, and publicizes calendar to campus personnel.

Design and update College's High School-to-Career website.

Provide direct services to students (i.e., application workshops).

Train and direct the work of temporary and student workers.

Prepare promotional materials, correspondence, reports, applications, minutes and other written materials related to high school outreach and high school articulation.

May attend conferences, meetings, and workshops, as appropriate.

Create, develop, implement, measures and analyzes comprehensive marketing and communication plans.

Ensure all marketing and communication activities comply with the college brand identity guidelines.

Assist in managing press relations, including writing and distributing press releases, interacting with media representatives, responding to press inquiries; making oral representations.

Create print specifications and secure bids for printing and distribution of catalog, schedule of classes, brochures, flyers, postcards and other printed materials.

Conduct market research, interpret findings and formulate recommendations.

Assist in designing and maintaining the Marketing & Communications web pages, including posting press releases and managing home page announcements.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Demonstrate skill in respectful, sensitive and effective communication with people who are diverse in their cultures, ethnicities, language groups, and abilities, and with individuals from all other groups protected from discrimination; sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Applicable laws, codes and regulations, policies and procedures including Title 5 and California Education Code;

Principles, practices and techniques utilized in media relations;

Principles, practices and techniques used in marketing, branding, and direct marketing and communication;

Computer operations, systems, and related software programs;

Basic college curricula;

Principles and practices of administration, supervision, and training, including techniques in supervision;

Modern automated record-keeping systems;

Application processes;

Computer software applications including spreadsheet, database and word processing programs;

Principles and practices of administration, supervision and training;

Oral and written communication skills;

Correct English usage, grammar, spelling, punctuation and vocabulary;

District organization, operations, policies and procedures of assigned program and activities;

Interpersonal skills using tact, patience and courtesy;
Budget preparation and control.

ABILITY TO:

Apply marketing and communication principles to achieve program goals and objectives.
Design, develop and implement an integrated and comprehensive marketing and communication program.

Copywrite, edit, and proofread, including communication on technical subjects.

Use, and interpret market research

Work within complex, integrated ERP systems.

Develop, revise and implement policies, procedures and guidelines related to assigned functions.

Train, supervise and evaluate personnel.

Communicate effectively both verbally and in writing.

Establish and maintain cooperative and effective working relationships with others.

Maintain records and prepare reports.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Maintain current knowledge of program rules, regulations, requirements and restrictions to assure institutional compliance.

Analyze situations accurately and adopt an effective course of action.

Coordinate activities with Information Technology Services operation.

EDUCATION AND EXPERIENCE

Bachelor's degree or higher degree from an accredited college in marketing, public relations or related field. Three years of program support experience, including one year as a coordinator or lead capacity.

TL/zg

Board approved: _____

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN ANHEUSER-BUSCH INBEV
AND SOLANO COMMUNITY COLLEGE DISTRICT TO
PROVIDE TRAINING FOR "WELDING" PURSUANT TO
CONTRACT EDUCATION**

REQUESTED ACTION: INFORMATION

SUMMARY:

An agreement between Solano Community College and Anheuser-Busch InBev for contract education is being presented for information to the Governing Board.

The District will provide training in TIG and Stick Welding for up to four (4) AB InBev employees. The Program Developer and an instructor will meet with AB InBev managers for a job/task analysis and subsequent skill gap assessment. Results will be used to determine length of training.

AB InBev will compensate the District for all educational services. Course fees will be determined upon receipt of assessment results. Results will determine length of training, materials needed and class cost. Training will be held in the Solano welding lab. Course and fee information will be determined prior to the December 2, Board meeting.

Copies of the agreement will be available in the Office of the Superintendent/President, Office of Administrative and Business Services, and the Office of Workforce and Economic Development and Contract Education.

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Program Developer
Workforce and Economic Development
Contract Education

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

ORDER OF BUSINESS

1037

POLICY: The order of business for regular Board meetings is as follows, unless otherwise ordered:

1. Call to Order
2. Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Approval of Agenda
5. Comments from Members of the Public
6. *Closed Session, if called*
7. Reports:
 - Superintendent
 - Associated Students of Solano College (ASSC)
 - Academic Senate
 - Shared Governance Council
8. Consent Agenda – Action Items
 - Superintendent/President
 - Human Resources
 - Administrative and Business Services
 - Academic Affairs
 - Student Services
 - Technology and Learning Resources
 - Information Systems*
 - ~~Workforce and Community Development~~
9. Items Removed from Consent Agenda
10. Retirements of Staff with 10 or More Years of Service
11. Non-Consent Agenda Items – Action Items
 - Superintendent/President

Human Resources
Administrative and Business Services
Academic Affairs
Student Services
Technology and Learning Resources
Information Systems
~~Workforce and Community Development~~

12. Information/Action Items – Action May Be Taken

13. Information Items – No Action Required

14. Announcements

15. Items from the Board

~~16. Closed Session, if called~~

17. Reconvene Regular Meeting

18. Report of Action Taken in Closed Session

19. Adjournment

The President of the Board may rearrange the agenda during a meeting if there is no objection from a majority of the members present.

JCL:js
BP 1037

REFERENCES/
AUTHORITY: Solano Community College District Governing Board

Reviewed: Superintendent/President's Cabinet
November 17, 2009
Shared Governance Council November 18,
2009

Adopted: July 7, 1982
Revised: March 18, 1987; September 21, 1994;
May 19, 1999; October 20, 1999;
June 6, 2007; XXXXXXXXXXXXX

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

TO: Members of the Governing Board
**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD CALENDAR OF BOARD
MEETINGS FOR 2010**

REQUESTED ACTION: INFORMATION

SUMMARY:

The attached proposed revision to Governing Board Calendar of Board Meetings for 2010 has been expanded to include a Board Study Session, which will take place the first Wednesday of each month, together with the regular Board Meeting, which will take place the third Wednesday of each month. The location has been expanded to include one meeting each semester at the Vacaville and Vallejo Centers in order for the Board to be more visible in the community. The regular meetings will take place in the Board Room (#626) of the Administration Building.

This item will return to the Board for final adoption at the Annual Organizational Meeting of Governing Board for the Establishment of Dates, Time and Location of Governing Board Meetings.

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

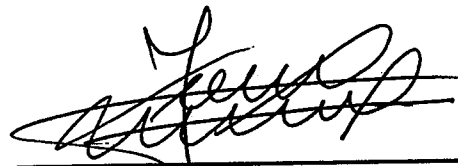
TELEPHONE NUMBER

Administration

ORGANIZATION

November 19, 2009

**DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT**



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

November 19, 2009

**DATE APPROVED BY
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE
GOVERNING BOARD PROCEDURES**

REGULAR MEETINGS

Policy 1025

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
CALENDAR OF BOARD MEETINGS FOR 2010**

The Governing Board meets the first and third Wednesdays of each month at **6:00 p.m.** ~~7:00 p.m.~~ in the Board Room (#626), of the Administration Building. ***A Board Study Session will take place the first Wednesday of each month, and a regular Board Meeting will take place the third Wednesday each month.*** The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent/President's Office ***and on the Solano Community College Web site at www.solano.edu.***

January 20, 2010

February 3, 2010

February 17, 2010

March 3, 2010

March 17, 2010 – Vallejo Center

(April Board Retreat) TBD

April 21, 2010

May 5, 2010

May 19, 2010 – Vacaville Center

June 2, 2010

June 16, 2010

July 21, 2010

August 4, 2010

August 18, 2010

September 1, 2010

September 15, 2010

October 6, 2010

October 20, 2010 – Vacaville Center

November 3, 2010

November 17, 2010 – Vallejo Center

December 1, 2010

December 15, 2010

JCL:js

BD MTG CAL.2010

Reviewed by Governing Board: 12/02/09

Adopted by Governing Board: XX/XX/XX

