

**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**

**Temporary Change in Assignment**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
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At the Governing Board meeting of September 5, 2007, the effective date for the Change in Assignment for Tracy Schneider was approved from English Instructor to 50% English Instructor and 50% Coordinator, Student Learning Outcomes, effective 8/13/07-12/17/09. This was a three year term and should have been approved for 8/13/07-6/30/10.

Janene Whitesell	From 100% Speech Instructor To 80% Speech Instructor/20% Fine & Applied Arts/Behavioral Science Division Coordinator	3/1/10 – 5/26/10
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Ron Zak	From 100% Photography Instructor To 80% Photography Instructor/ 20% Fine & Applied Arts/Behavioral Science Division Coordinator	3/1/10 – 5/26/10
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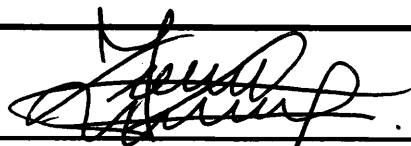
**Short-term/Temporary/Substitute**

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Hourly Rate</u>
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Connie Adams	Admin. Asst. I, Academic Affairs Accreditation Support	3/18/10 – 5/30/10	\$ 15.26
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Debra Berrett	Instructor, Contract Education	3/24/10	\$ 64.71
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**Trudy Largent, J.D.**  
 Interim Director of Human Resources

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

**March 5, 2010**  
 Date Submitted

**March 5, 2010**  
 Date Approved

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**  
**Governing Board Meeting**  
**March 17, 2010**  
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**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Hourly Rate</u></b>
Jill Crompton	Banner Backfill, Curriculum	2/26/10 – 6/30/10	\$ 29.76 OT
Puja Kohli	Children’s Programs Assistant or and Children’s Programs Specialist Substitute (as needed)	2/22/10 – 6/30/10	\$ 14.01 \$ 16.65
Joseph Lewis, Jr.	Substitute, Vehicle & Equipment Mechanic (as needed)	3/18/10 – 6/30/10	\$ 18.00
Carla Maguire	Substitute, Learning Resources Technician, Technical Services	3/18/10 – 5/26/10 (2 hours per day)	\$ 18.16
Daniel Murphy	Extended Campus Assistant Substitute (emergency hire)	3/10/10 – 3/26/10	\$ 14.01
Ed Re	Instructor, Contract Education	3/23/10 – 6/30/10	\$ 67.21
E.J. Shalaby	Instructor, Contract Education	4/12/10 – 6/10/10	\$ 58.84
John Zimmerman	Instructor, Contract Education	4/26/10 – 4/28/10	\$ 56.88
Paul Zolfarelli	Instructor, Contract Education	3/15/10 – 3/22/10	\$ 49.04

**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount/ Hourly Rate</u></b>
Lisa Quinterro	Art Model, Art 19	2/5/10	\$ 133.00

**Independent Contractors**

<b><u>Name</u></b>	<b><u>Service</u></b>	<b><u>Dates of Contract</u></b>	<b><u>Amount</u></b>
	<b><u>Contract Education</u></b> <b><u>Deborah Mann, Responsible Manager</u></b>		
Rockridge Partners, Inc.	Career Exploration Development, Outreach Strategies, and Professional Development for faculty and counselors, Chancellor’s Office/Governors Career Technical Education Initiative	2/1/10 – 12/31/11	\$ 92,000.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**  
**Governing Board Meeting**  
**March 17, 2010**  
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**Independent Contractors** (Continued)

<b><u>Name</u></b>	<b><u>Service</u></b>	<b><u>Dates of Contract</u></b>	<b><u>Amount</u></b>
<b><u>Contract Education</u></b>			
<b><u>Deborah Mann, Responsible Manager</u></b>			
Rockridge Partners, Inc.	Career Exploration Development and Outreach Strategies Chancellor's Office/Governors Career Technical Education Initiative	2/1/10 – 12/31/11	\$ 8,000.00
<b><u>Fine &amp; Applied Arts/Behavioral Science</u></b>			
<b><u>Leslie Rota, Responsible Manager</u></b>			
Paul Gibson	Foster & Kinship Care Annual Training Conference Presenter, The Impact of Trauma on Youth and Working with Lesbian, Gay, bi-sexual, Transgender and questioning youth	3/4/10 (one day)	\$ 600.00
Rochelle Sherlock	Foster & Kinship Care Annual Training Conference Presenter, The Paradoxical Nature of Teenagers: Insight from Brain Research & Perception Studies on Adolescent	3/4/10 – 3/5/10	\$ 600.00
Erika Smith	Amendment to previous contract Increase from \$840 by \$210 to set up electronic/electrical/computer labs for classes; tutor students; assist instructors with program administration.	1/21/20 – 6/30/10	\$ 1,050.00
Ray Upchurch	Guest speaker, Black History month	2/18/10 (one day)	\$ 200.00
James Warren	Guest Lecturer, Tuskegee Airman in recognition of Black History month	2/11/10 (one day)	\$ 200.00
<b><u>Small Business Development Center (SBDC)</u></b>			
<b><u>Charles Eason, Responsible Manager</u></b>			
Johnnie Barber	Consulting & technical assistance, City of Vacaville Contract	4/1/10 – 6/30/10	\$ 960.00
Wilbert Cason	Consulting & technical assistance, Young Entrepreneurs Program Contract	4/1/10 – 6/30/10	\$ 4,500.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**  
**Governing Board Meeting**  
**March 17, 2010**  
**Page 4**

**Independent Contractors** (Continued)

<b><u>Name</u></b>	<b><u>Service</u></b>	<b><u>Dates of Contract</u></b>	<b><u>Amount</u></b>
<b><u>Small Business Development Center (SBDC)</u></b> <b><u>Charles Eason, Responsible Manager</u></b>			
Martha Christopher	Consulting & technical assistance, City of Suisun City Contract	4/1/10 – 6/30/10	\$ 480.00
E. Floyd Hicks	Consulting & technical assistance, City of Dixon Contract	4/1/10 – 6/30/10	\$ 1,920.00
Jerry A. Jinnett	Consulting & technical assistance, City of Suisun City Contract	4/1/10 – 6/30/10	\$ 1,920.00
Teri Johnson	Consulting & technical assistance, City of Fairfield Contract	4/1/10 – 6/30/10	\$ 1,440.00
Jill Kuwamoto-Oyoung	Consulting & technical assistance, City of Vacaville Contract	4/1/10 – 6/30/10	\$ 480.00
Robert Lane	Consulting & technical assistance, City of Solano County Contract	4/1/10 – 6/30/10	\$ 480.00
Mark Lillis	Consulting & technical assistance, Young Entrepreneurs Program Contract	4/1/10 – 6/30/10	\$ 3,200.00
Anni Minuzzo	Consulting & technical assistance, City of Fairfield Contract	4/1/10 – 6/30/10	\$ 960.00
Steve Schneider	Consulting & technical assistance, City of Fairfield Contract	4/1/10 – 6/30/10	\$ 960.00
Alan Statz	Consulting & technical assistance, Small Business Development Center Program Income	3/18/10 – 6/30/10	\$ 120.00
Sandy Stelter	Consulting & technical assistance, City of Fairfield Contract	4/1/10 – 6/30/10	\$ 2,880.00
Toni R. Vierra	Consulting & technical assistance, Small Business Development Program Income	3/18/10 – 3/31/10	\$ 120.00

**SOLANO COMMUNITY COLLEGE CONSENT CALENDAR**

**Governing Board Meeting**

**March 17, 2010**

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**Independent Contractors** (Continued)

<b><u>Name</u></b>	<b><u>Service</u></b>	<b><u>Dates of Contract</u></b>	<b><u>Amount</u></b>
	<b><u>Small Business Development Center (SBDC)</u></b> <b><u>Charles Eason, Responsible Manager</u></b>		
Arthur Washington	Consulting & technical assistance, Small Business Development Center Program Income	3/18/10 – 6/30/10	\$ 480.00
Billy Wigley	Consulting & technical assistance, City of Fairfield Contract	4/1/10 – 6/30/10	\$ 960.00

**RENEWAL OF FACULTY CONTRACTS**

The following faculty have completed the first contract year and are recommended for another one-year contract pursuant to Education Code Section 87608:

Bonita Knuckles – Health Occupations, Public Safety & Family Studies  
(hire date 8/13/09)

The following faculty have completed the first and second contract year and are recommended for a two-year contract pursuant to Education Code Section 87608.5:

Saki Cabrera – Fine & Applied Arts/Behavioral Science (hire date 1/15/08)  
Corrine Kirkbride – Math/Science (hire date 8/11/08)  
Kristy Juliano – Fine & Applied Arts/Behavioral Science (hire date 8/11/08)  
Jeanne Lorenz – Fine & Applied Arts/Behavioral Science (hire date 8/11/08)  
Marcie McDaniels – Counseling & Special Services (hire date 8/11/08)  
Margherita Molnar – Math/Science (hire date 8/11/08)  
Amy Obegi – Health Occupations, Public Safety & Family Studies (hire date 8/11/08)  
Laura Pirott – Humanities (hire date 8/11/08)

The following faculty have completed their first year of their two-year contract (third year employee) and no recommendation is necessary per Education Code Section 87609:

H. Tim Boerner – Humanities (hire date 8/13/07)  
Susan Clement – Health Occupations, Public Safety & Family Studies (hire date 8/13/07)  
Lynn Denham Martin – Health Occupations, Public Safety & Family Studies  
(hire date 8/13/07)  
Erin Duane – Learning Resources/Library (hire date 8/13/07)  
Tracy Fields – Health Occupations, Public Safety & Family Studies (hire date 8/13/07)  
Michael Goodwin – Career Technical Education (hire date 8/13/07)  
T. LaNae Jaimez – Fine & Applied Arts/Behavioral Science (hire date 8/13/07)  
Tonmar Johnson – Fine & Applied Arts/Behavioral Science (hire date 8/13/07)  
Kevin Marks – PE/Wellness & Athletics (hire date 8/13/07)

# SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

## Governing Board Meeting

March 17, 2010

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### RENEWAL OF FACULTY CONTRACTS (Continued)

The following faculty have completed their first year of their two-year contract (third year employee) and no recommendation is necessary per Education Code Section 87609:

- Randall Robertson – Math/Science (hire date 8/13/07)
- Lisa Romero – Health Occupations, Public Safety & Family Studies (hire date 8/13/07)
- Joshua Scott – Humanities (hire date 8/13/07)
- Tasha Smith – Health Occupations, Public Safety & Family Studies (hire date 8/13/07)
- Phil Summers – Math/Science (hire date 8/13/07)
- Brenda Tucker – Counseling & Special Services (hire date 8/9/07)

The following faculty have completed four years of probationary service to the district and are recommended for tenure in 2009-10 pursuant to Education Code Section 87609:

- Darryl Allen – Math/Science (hire date 8/14/06)
- Marion Cowee – Health Occupations, Public Safety & Family Studies (hire date 8/14/06)
- Lisa Giambastiani – Humanities (hire date 8/14/06)
- Meredith Harris – Health Occupations, Public Safety & Family Studies (hire date 8/14/06)
- Patricia Itaya – Math/Science (hire date 8/14/06)
- Kiran Kaur – Math/Science (hire date 8/14/06)
- Melissa Reeve – Humanities (hire date 8/14/06)
- Steven Springer – Counseling & Special Services (hire date 8/10/06)

### GRATUITOUS SERVICE

<u>Name</u>	<u>Assignment</u>	<u>Division/Department</u>
Angela Aviles	Internship for Occupational Ed 090 Internet Research	Business & Career Technical Education
Jennifer Benning	BYU-I Internship Requirements	Health Occupations, Public Safety & Family Studies/Children's Programs
Lynette Jones	Internship for Occupational Ed 090 and Office Technology 151 Assist Administrative Assistant	Business & Career Technical Education
Arturo Ramos	Photos of teams	PE/Wellness & Athletics
Cassandra Stephens	Assist students and staff	Counseling/Special Services
Ryan Wood	Design & install a garden bed for children who are two years of age.	Health Occupations, Public Safety & Family Studies/Children's Programs

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:

02/10/10	Vendor Payment	11018745-11018808	\$ 446,984.99
02/18/10	Vendor Payment	11018809-11018865	\$ 472,525.07
02/25/10	Vendor Payment	11018866-11019100	\$ 514,018.46
03/03/10	Vendor Payment	11019101-11019232	\$ 172,573.61
03/04/10	Vendor Payment	11019233-11019248	\$1,111,019.84

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

Carey C. Roth, Vice President  
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

March 5, 2010

DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT



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

March 5, 2010

DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT

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

**TO: Members of the Governing Board**

**SUBJECT: CHANGE ORDER NO. 15 TO ROEBBELEN  
CONTRACTING, INC., CONSTRUCTION OF VACAVILLE  
CAMPUS – NEW CLASSROOM BUILDING**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for Change Order No. 15 to Roebbelen Contracting, Inc.'s base contract for the Vacaville Center - New Classroom Building. Revised contract amount is as follows:

Contract Award Amount	\$	14,059,000.00	
Prior Change Orders	\$	817,769.00	
<b>Change Order No. 15</b>	<b>\$</b>	<b>97,287.00</b>	
Total Change Orders	\$	915,056.00	6.5% of Contract Award Amount
<b>Revised Contract Amount</b>	<b>\$</b>	<b>14,974,056.00</b>	

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

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

David V. Froehlich  
Director of Facilities  
**PRESENTER'S NAME**

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4000 Suisun Valley Road  
Fairfield, CA 94534  
**ADDRESS**

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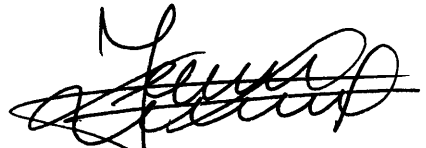
(707) 864-7176  
**TELEPHONE NUMBER**

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Facilities  
**ORGANIZATION**

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March 5, 2010  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**

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

March 5, 2010  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



3/17/10 ROEBBELEN CONTRACTING, INC. - VACAVILLE CAMPUS-NEW CLASSROOM BUILDING

PCO	Description	Negotiated Amount	Reason	CO
112	The original contract documents show hard-lid (drywall) ceiling in the first and second floor classroom hallways. Due to the amount and complexity of the systems above ceiling in the hallways, the District requested the hard-lid be changed to suspended acoustical ceiling. This scope change affects HVAC registers, changes to drywall, acoustic tiles, electrical fixtures, and reduces the number of access panels.	\$ 16,316.00	Owner Requested	15
118	The Contractor was directed by the District to install stainless steel wire mold at the science lab locations, in lieu of standard wire mold.	\$ 4,238.00	Owner Requested	15
119	The original contract documents contain ambiguity as to the locations of wood base. The Contractor was directed to install the wood base at various lobby locations.	\$ 564.00	Error/Omission	15
137	The original contract documents called for the roof-mounted water heater to be concealed, but did not provide any detail for the construction of the enclosure. Per the Division of the State Architect (DSA), the enclosure design had to be stamped and verified by the Structural Engineer of Record. The District directed the Contractor to install the water heater enclosures per the stamped structural drawings.	\$ 14,839.00	Error/Omission	15
140	The Contractor was directed by the District to supply electric locksets to comply with District Standards. This change required re-prep of the doors and frames along with an amended door hardware scope.	\$ 9,990.00	Owner Requested	15
143	Due to a conflict between a ceiling light fixture and the fume hood in the Science Prep Room (Rm. 111), the Contractor was directed to shift the row of light fixtures.	\$ 364.00	Error/Omission	15
144	The Contractor was directed to install the Textile Wall Covering (TWC) in the first and second floor hallways. Extend the TWC from the chair rail up to the ceiling (the original contract documents only called for running it to the top of the door frame).	\$ 892.00	Error/Omission	15
145	The original contract documents called for latex paint at the interior lobby cement plaster wall, however when applied, the latex showed the inconsistencies within the cement plaster. The District directed the Contractor to apply elastomeric paint to help mitigate the inconsistencies.	\$ 2,815.00	Error/Omission	15
146	The original contract documents called for a "fog coat" sealer at all asphalt locations. To extend the life of the paving, the District directed the Contractor to install a slurry seal in lieu of the fog coat at all paved locations.	\$ 18,661.00	Owner Requested	15
149	Due to the City of Vacaville's review and requirement of numerous offsite and onsite improvements, landscaping and irrigation on the property line had to be repaired and replaced. These requirements were provided after the contract was awarded. The Contractor was directed to repair and replace the landscaping and irrigation as needed. The Contractor tracked time and materials to accurately quantify the necessary plant and irrigation system repairs and replacements.	\$ 28,608.00	Agency Requirement	15
		<b>TOTAL \$ 97,287.00</b>		

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

**TO:** Members of the Governing Board  
**SUBJECT:** 2010 CENSUS IN SCHOOLS WEEK, RESOLUTION NO.  
09/10-19

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

The decennial census takes place every 10 years to count the residents of each state and help identify where to allocate over \$400 billion in federal funds to states and to ensure fair Congressional representation by determining how many seats each state will have in the U.S. House of Representatives, as well as the redistricting of state legislatures, county boards of supervisors, city councils, and voting districts. Solano Community College District supports the goals and ideals for the 2010 census and will lend its support to the education community in being responsive to federal and state census liaisons.

The purpose of this resolution is to help reinforce the importance of participation in the census and dedicates the week of March 21-27, 2010, as 2010 Census in Schools Week in the Solano Community College District.

**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**

March 5, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**2010 CENSUS IN SCHOOLS WEEK**

**RESOLUTION NO. 09/10-19**

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5       **WHEREAS**, The decennial census takes place every 10 years to count the  
6 residents of each state and help identify where to allocate over \$400 billion in  
7 federal funds to states; and

8       **WHEREAS**, To ensure fair Congressional representation by determining how  
9 many seats each state will have in the U.S. House of Representatives, as well as  
10 the redistricting of state legislatures, county boards of supervisors, city councils, and  
11 voting districts; and

12       **WHEREAS**, An accurate census count is critical to the wellbeing of every  
13 community in determining where services are most needed, and to provide  
14 important federal and state funds for school districts; and

15       **WHEREAS**, It is vital for all local superintendents, principals, teachers, and  
16 parent organizations to relay the importance of the census to families and  
17 community members to ensure everyone is counted, therefore maximizing political  
18 representation and funding appropriations within our school district and county; and

19       **WHEREAS**, Solano Community College District invites schools to dedicate a  
20 week during January 2010 through March 2010 as "Census in Schools Week" to  
21 help reinforce the importance of participation in the census; and

22       **WHEREAS**, Solano Community College District encourages all schools,  
23 especially those that serve 90 percent socioeconomically disadvantaged students,  
24 to coordinate with the Solano County Office of Education liaison on best practices to  
25 implement outreach strategies schools can incorporate to ensure they have the  
26 most complete and accurate count of their surrounding residents; and

27       **WHEREAS**, Solano Community College District supports the goals and  
28 ideals for the 2010 census and will lend its support to the education community in  
being responsive to federal and state census liaisons.

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**2010 CENSUS IN SCHOOLS WEEK**

**RESOLUTION NO. 09/10-19**

**(CONTINUING – PAGE 2)**

**NOW, THEREFORE, BE IT RESOLVED,** That Solano Community College District recognizes the long-term effects of an accurate and complete census count for garnering much-needed resources for our state; and

**BE IT FURTHER RESOLVED,** That we stand with all school districts and county offices of education to be counted on the official census day of April 1, 2010.

**PASSED AND ADOPTED** This 17th day of March 2010, by the Solano Community College District Governing Board, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**CERTIFICATION**

I, JOWEL C. LAGUERRE, Ph.D., Secretary to the Solano Community College District Governing Board do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the above stated date, which resolution is on file in the office of said Board.

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D.  
Secretary's Signature

March 17, 2010  
Date

\_\_\_\_\_  
DENIS HONEYCHURCH, J.D.  
Board President's Signature

March 17, 2010  
Date

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: BALLOT FOR CALIFORNIA COMMUNITY COLLEGE  
TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION -  
2010

REQUESTED ACTION: APPROVAL

SUMMARY:

A subcommittee of the Governing Board, consisting of Trustees Keith (Chair); Chapman and Claffey, will advance recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. Each member Community College District Board of the League shall have one vote for each of the seven vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes statewide will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT Board of Directors will vote to break the tie. A copy of the official ballot is provided as Attachment #1. This ballot must be postmarked by April 26, 2010.

The Subcommittee will make their recommendations to the Governing Board and request approval of the recommendations made at that 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

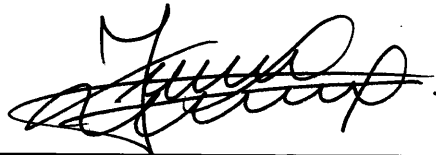
TELEPHONE NUMBER

Administration

ORGANIZATION

March 5, 2010

DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT



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

March 5, 2010

DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT

# CCCT 2010 BOARD OFFICIAL BALLOT

Vote for no more than seven (7) by checking the boxes next to the names

## NOMINATED CANDIDATES

List order based on Secretary of State's February 16, 2010, random drawing.

- \*Louise Jaffe, Santa Monica CCD
- Stephen Castellanos, San Joaquin Delta CCD
- Nancy Chadwick, Palomar CCD
- Cy Gulassa, Peralta CCD
- \*Isabel Barreras, State Center CCD
- \*Donald L. Singer, San Bernardino CCD
- Jerry Hart, Imperial CCD
- \*Walter G. Howald, Coast CCD
- Bob Hughlett, Cerritos CCD
- Eva Kinsman, Copper Mountain CCD

## WRITE-IN CANDIDATES

Type each qualified trustee's name and district on the lines provided below.

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\*Incumbent

**Board Secretary and Board President or Board Vice President must sign below:**

This ballot reflects the action of the board of trustees cast in accordance with local board policy.

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
President or Vice President of the Board

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

**TO: Members of the Governing Board**

**SUBJECT: COLLEGE MISSION, VISION, CORE VALUES,  
STRATEGIC GOALS AND OBJECTIVES**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Solano Community College's Mission, Vision, Core Values, Strategic Goals and Objectives have been reviewed and completely revised over the past three months by representatives from the campus community and by external colleagues and partners. Input on the draft revisions was sought from members of the campus community within their respective divisions/offices. After presentation at the Board's first study session in February, the final draft of the attached document was presented to and has received the endorsement of the Academic Senate, the Associated Students of Solano College (ASSC), and the Shared Governance Council. After adoption, this strategic plan will be used to guide the direction and activities of the College over the next three years.

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

Robert J. Simas, Director  
Research and Planning

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield CA 94534

**ADDRESS**

707-864-7278

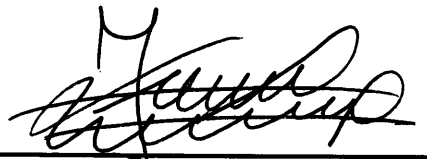
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

March 5, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

## **MISSION**

**Solano Community College prepares a diverse student population to participate successfully in today's local and global communities.**

We accomplish our mission by providing:

- quality teaching
- innovative programs
- effective transfer preparation
- economical workforce training
- services that are responsive to the needs of our students
- life-long learning
- a broad curriculum

## **VISION**

**Solano Community College will be a recognized leader in educational excellence — transforming students' lives.**

## **CORE VALUES**

- **Integrity** — firm adherence to a code of ethical values in thought and behavior
- **Critical Thinking** — the use of intellectually disciplined, logically sound processes involving data-driven decision making
- **Mutual Respect** — valuing the intrinsic worth of each person in an atmosphere of collegiality
- **Collaboration** — working together across areas of responsibility or interest to achieve common goals and objectives
- **Innovation** — the search for and use of effective processes or procedures
- **Accountability** — individual and collective responsibility for achieving the highest level of performance
- **Student Well-being** — considering and addressing the impact on students of any and all actions or inactions



# **STRATEGIC GOALS & OBJECTIVES**

## **Goal 1: Foster Excellence in Learning**

- Obj. 1.1** — Create an environment that is conducive to student learning.
- Obj. 1.2** — Create an environment that supports quality teaching.
- Obj. 1.3** — Optimize student performance on Institutional Core Competencies

## **Goal 2: Maximize Student Access & Success**

- Obj. 2.1** — Identify and provide appropriate support for underprepared students.
- Obj. 2.2** — Update and strengthen career/technical curricula.
- Obj. 2.3** — Identify and provide appropriate support for transfer students.
- Obj. 2.4** — Improve student access to college facilities and services for students.
- Obj. 2.5** — Develop and implement an effective Enrollment Management Plan

## **Goal 3: Strengthen Community Connections**

- Obj. 3.1** — Respond to community needs.
- Obj. 3.2** — Expand ties to the community.

## **Goal 4: Optimize Resources**

- Obj. 4.1** — Develop and manage resources to support institutional effectiveness.
- Obj. 4.2** — Maximize organizational efficiency and effectiveness.
- Obj. 4.3** — Maintain up-to-date technology to support the curriculum and business functions.

AGENDA ITEM 11. (d)  
MEETING DATE March 17, 2010

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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION IN THE MATTER OF THE STATE BUDGET  
CRISIS AND THE IMPACT ON FUNDING FOR  
COMMUNITY COLLEGES, RESOLUTION NO. 09/10-20**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for Resolution No. 09/10-20, a resolution in the matter of the state budget crisis and the impact on funding for community colleges. The District joins and supports other community college districts in advocating to the state legislators on the adverse financial impacts of state cuts and its effects on educational programs and services during a time of substantial enrollment growth and economic needs.

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

Carey C. Roth, Vice President  
Administrative & Business Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Administrative & Business Services

**ORGANIZATION**

March 5, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION IN THE MATTER OF THE STATE BUDGET CRISIS  
AND THE IMPACT ON FUNDING FOR COMMUNITY COLLEGES**

**RESOLUTION NO. 09/10-20**

**WHEREAS**, As part of the California Community Colleges system, the Solano Community College District (“District”), continues to experience ever growing demand for educational programs and services with a substantial increase in enrollment during the economic recession;

**WHEREAS**, During the 2009-10 budget year, the state reduced hundreds of millions of dollars for the operation of community colleges and our system is the only segment of the state’s higher education system for which revenue generated by student tuition and fees is not retained and controlled by the institutions whose students pay the tuition and fees;

**WHEREAS**, All community college enrollment fees are currently transferred to the state general fund to offset base revenue apportionment to the college districts;

**WHEREAS**, During 2009-10, the state enacted a “workload adjustment” in instructional support revenue, without COLA or other sources to mitigate the reduction and costs, for a total negative economic impact of \$2,023,636 to the District;

**WHEREAS**, The District has been forced to cut 124 spring semester class sections and reduce student services support when enrollment demand is at its highest level in many years; and

**WHEREAS**, The District plays a vital role in the economy and welfare of its service region, contributing quantifiably to the quality of life of its communities in Solano County and the city of Winters in Yolo County; now, therefore be it

**RESOLVED**, That the Governing Board of Solano Community College District, its Superintendent/President, and its staff will work with interested parties in the community and in the state to advocate for a balanced approach to resolve state budgetary problems so that the delivery of educational services does not detrimentally affect the communities it serves, and the District can fulfill its higher education mission; be it further

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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION IN THE MATTER OF THE STATE BUDGET CRISIS  
AND THE IMPACT ON FUNDING FOR COMMUNITY COLLEGES**

**RESOLUTION NO. 09/10-20**

**(CONTINUING – PAGE 2)**

**RESOLVED**, That Governing Board will advocate for local retention and control of all revenue generated by any increase in student enrollment fees and that new revenue from any increase in student enrollment fees will not offset base apportionment revenue.

**PASSED AND ADOPTED** This 17<sup>th</sup> day of March 2010, by the Governing Board of Solano Community College District.

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DENIS HONEYCHURCH, J.D., PRESIDENT

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JOWEL C. LAGUERRE, Ph.D., SECRETARY

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

**TO: Members of the Governing Board**

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

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

During the months of November and December 2009, and February 2010, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

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

Erin Farmer, Chair, Curriculum Committee  
Leslie Rota  
Vice President Academic Affairs

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7226

**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

March 5, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF  
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the months of November and December 2009, and February 2010, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

**Course Modifications**

(CP-09-445) FIRE 155 – Incident Command I – Change in course title, units, total weekly hours, method of instruction, and textbooks.

(CP-09-307) GEOL 001 – Physical Geology – Change in method of instruction and other catalog information. Add online form.

(CP-10-2) SOCS 022 – Ethnic, Racial and Minority Group Relations in Harmony and Conflict – Change in method of instruction, course advisory, and textbook. Add online form.

**MATH AND SCIENCE CURRICULUM REVIEW**

**Course Modifications**

(CP-10-3) ENGR 001 – Introduction to Engineering – Change in method of instruction, other catalog information, methods of evaluating student achievement, and textbooks.

(CP-10-4) ENGR 045 – Properties of Materials – Change in method of instruction, other catalog information, content outline, and textbook.

(CP-10-5) PHYS 010 – Descriptive Physics – Change in course advisory, other catalog information, methods of evaluating student achievement, writing assignments, and textbook. Add online form.

**Curriculum Review Verification Form**

(CP-10-6) Meteorology Curriculum Review Verification Form

CCBoardInfo03/17/2010:km

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

**TO: Members of the Governing Board**

**SUBJECT: CHILDREN'S PROGRAMS FACILITIES RENOVATION  
AND REPAIR CONTRACT-CRPM-9139 AND  
RESOLUTION**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The Children's Program received an award of \$14,246 in June 2009, to complete the renovation of the preschool playground. The contract from the California Department of Education Child Development Division was received February 16, 2010.

The contract performance period is July 1, 2010 through June 30, 2012. The playground renovations will be completed by June 30, 2012.

A copy of the full agreement is available for public review in the Office of the Superintendent/President and in the Office of the Children's Program.

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

Christie Speck, Director  
Children's Program

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707 864-7183

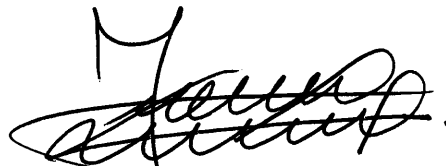
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

March 5, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F. Y. 09-10 thru 11-12**

DATE: July 01, 2009

CONTRACT NUMBER: CRPM-9139

PROGRAM TYPE: FACILITIES RENOVATION AND REPAIR

PROJECT NUMBER: 48-7055-00-9

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** SOLANO COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below for the purpose of child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), or to purchase or replace equipment necessary for the health and safety in accordance with the CHILD CARE AND DEVELOPMENT FUND-PROGRAM REQUIREMENTS FOR FACILITIES RENOVATION AND REPAIR PROJECTS (Exhibit D), the attached APPLICATION (Exhibit C) with any modifications noted, and SERVICE LOCATION(s) (Exhibit B) which by this reference are incorporated herein. The Contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A) which are attached hereto and by this reference incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations. For contractors using ARRA Funds, American Recovery and Reinvestment Act of 2009 Reporting Requirements (Attachment A), Supplemental Terms and Conditions for Contracts Using ARRA Funds (Attachment B) are attached hereto and by this reference incorporated herein. Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from July 01, 2009 through June 30, 2012. The total amount payable pursuant to this agreement shall not exceed \$14,246.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period July 1, 2009 through June 30, 2010 shall be included in their 2009/10 audit. Expenditures for the period July 1, 2010 through June 30, 2011 shall be included in the 2010/11 audit. Expenditures for the period July 1, 2011 through June 30, 2012 shall be included in the 2011/12 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jowel C. Laquerre, Ph.D. Superintendent/President			
TITLE Contracts, Purchasing & Conf Svcs		ADDRESS 4000 Guisun Valley Road, Fairfield, CA 94534			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 14,246  PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0  TOTAL AMOUNT ENCUMBERED TO DATE \$ 14,246	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			



CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CRPM-9139

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 9,497	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Special/CCFRF	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 24861-7055			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 9,497	ITEM 30.10. 6110-702-0620	CHAPTER 299/97	STATUTE 1997	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6145 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,749	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15011-7055	FC# 93.713	PC# 000344	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,749	ITEM 30.10.020.901 6110-198-0890	CHAPTER 1	STATUTE 2009	FISCAL YEAR 2009-2010
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5037 Rev-8290			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	

## STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

### Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed contract will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code 8350 et seq.*)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code 10296*) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **SWEATFREE CODE OF CONDUCT:**
- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and *Public Contract Code* Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
6. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.
7. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.

**FY 2009-10 Facilities Renovation and Repair Exhibit B**  
**Service Location(s)**

<b>Applicant</b>	<b>County</b>	<b>Vendor</b>	<b>Site Name</b>
Solano Community College	Solano	7055	Solano Community College Children's Programs

# Exhibit C

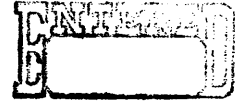
California Department of Education  
Child Development Division

RECEIVED  
CHILD DEVELOPMENT  
DIVISION

FY 2009-10 FRR Application/Page 1

March 2009

2009 APR 27 PM 1:12



Notification	County Code	Log Number
FY 2009-10 FRR	48	33

## Fiscal Year 2009-10 Facilities Renovation and Repair Application

Return to: FY 2009-10 FRR Application Child Development Division 1430 N Street, Suite 3410 Sacramento, CA 95814-5901	Submit <b>one (1)</b> original and <b>three (3)</b> copies of the completed Application by <b>May 4, 2009, 5 p.m.</b>
---	--

### A. California Department of Education Contractor Information

Contractor's Legal Name	Solano Community College
Vendor Number	7055
Headquarters' Mailing Address	4000 Suisun Valley Road
City, State, ZIP Code	Fairfield, CA 94534
County Name	Solano
Executive Officer's Name	Dr. Robert Jensen, Interim President
Executive Officer's Telephone Number	707-864-7112
Executive Officer's E-mail Address	Robert.jensen@solano.edu
Contact Person's Name	Christie Speck, Program Director
Contact Person's Telephone Number	707-864-7183
Contact Person's E-mail Address	Christie.speck@solano.edu

### B. Certification

By submitting this application, the applicant signifies acceptance of responsibility to comply with all applicable state and federal rules and regulations including, but not limited to: Title 22, Community Care Licensing Regulations and Americans with Disabilities Act of 1990. The applicant understands the California Department of Education (CDE) is not obligated to fund any projects until a contract is fully executed and projects have been approved. Further, the applicant understands that expenditures incurred outside the approved contract period of performance will not be reimbursed. The applicant understands a CDE funded program will operate at the facility(ies) benefiting from the use of these funds for at least three consecutive years from the date of contract completion, and the contractor may be billed for any portion of the three years the facility is not in use by a CDE program. The Authorized Official certifies under penalty of perjury that to the best of his/her knowledge, the information contained in this application is correct and complete.

### C. Signature of Authorized Official (Use Blue Ink)

Signature	<i>Christie J. Speck</i>	Title	Program Director
Printed Name	Christie Speck	Date	4/23/09

D. Qualifying Contract Types (check all that apply)		
<input checked="" type="checkbox"/>	California State Preschool (CSSP)	CPRE & CFDD ✓
<input checked="" type="checkbox"/>	General Child Care and Development (CCTR)	✓
<input type="checkbox"/>	School Age Community Child Care Services (Latchkey) (CLTK)	
<input type="checkbox"/>	Migrant Child Care and Development (CMIG)	
<input type="checkbox"/>	Child Care and Development Services for Children with Special Needs (CHAN)	
E. Maximum Award Amount		
Total Combined Maximum Reimbursable Amount for Qualifying Contract Types	Maximum Award Amount	Select one box only
E1. \$0 to \$999,999	Up to \$20,000	<input checked="" type="checkbox"/>
E2. \$1,000,000 to \$2,499,999	Up to \$50,000	<input type="checkbox"/>
E3. \$2,500,000 to \$4,999,999	Up to \$100,000	<input type="checkbox"/>
E4. \$5,000,000 to \$7,499,999	Up to \$150,000	<input type="checkbox"/>
E5. \$7,500,000 to \$9,999,999	Up to \$200,000	<input type="checkbox"/>
E6. \$10,000,000 and over	Up to \$250,000	<input type="checkbox"/>
F. Prorated Portion of Total Estimated Costs For Subsidized Enrollment		
Enter Grand Total From Form 5, Column D (shall not exceed Maximum Award Amount in Section E above)		\$14,789.00
This section is for CDD use only: CDD Adjusted Award Amount		\$ 14,246 HK

Total MRA \$719,624

  
 **APPROVED**

**Form 3  
 Project Description and Total Estimated Costs**

For Instructions: See FY 2009-10 FRR Instructions/Page 13

Site Number 1 of 1

**Note:** Child Development contractors applying for this funding to accomplish renovations or repairs at more than one site must complete a separate Form 3 for each site. All proposed projects must be justified on Form 4.

<b>Contractor Name</b>	Solano Community College	<b>Vendor Number</b>	7055
<b>Site Name</b>	Solano Community College Children's Programs		
<b>Site Address</b>	4000 Suisun Valley Road, Fairfield, CA 94534		

**Project Types:** "A" = ADA; "H" = Health and Safety. In Column A, titled "Project Type," insert one of the two codes for each project listed below.

A.	B.	C.
<b>Project Type</b> (A or H)	<b>Project Description</b> (Describe work to be done to facilities only that serve children directly)	<b>Estimated Cost</b> (Round to nearest dollar)
H	Install a cement path at the entrance and around the perimeter of the playground (see drawing & bid)	\$16,760.00
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>Contractor's Grand Total of Estimated Costs for all Projects at this Site.</b> (Enter this Grand Total on Form 5, Column B)		\$16,760.00
<b>This area for CDD use only. CDD's Adjusted Grand Total of Estimated Costs for all Projects at this Site.</b>		\$ 16,760.00

This Shaded Section for CDD Use Only		
<b>Total Projects</b>	A	H
	0	1

*[Signature]*  
 **APPROVED**

**Form 5  
 Total Estimated Costs  
 Summary Worksheet of all Sites**

For each site, multiply Column B times Column C to obtain the Prorated Portion of Total Estimated Costs. Sum Column D to obtain the Grand Total of Column D.

For Instructions: See FY 2009-10 FRR Instructions/Page 14

<b>Contractor's Name</b>		Solano Community College	<b>Vendor Number</b>	7055
	<b>A.</b>	<b>B.</b>	<b>C.</b>	<b>D.</b>
<b>Site No.</b>	<b>Site Name(s) and Address(es)</b>	<b>Grand Total of Estimated Costs for all Projects for each Site (See Form 3)</b>	<b>Percent of Subsidized Enrollment (See Form 2)</b>	<b>*Prorated Portion of Total Estimated Costs</b>
1.	Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534	\$16,760.00	85%	14246 \$14,789.00
2.		\$		\$
3.		\$		\$
4.		\$		\$
5.		\$		\$
6.		\$		\$
7.		\$		\$
8.		\$		\$
9.		\$		\$
10.		\$		\$
<b>Contractor's Grand Total*</b> (Sum: Columns B and D) *Enter the Grand Total of Column D on Application, Section F, Prorated Portion of Total Estimated Costs for Subsidized Enrollment.		16760 \$14,789.00		14246 \$14,789.00
<b>This section is for CDD use only: CDD's Adjusted Grand Total</b>		\$ 16,760		\$ 14246



**RESOLUTION**

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10 – 2011/12.

**RESOLUTION**

BE IT RESOLVED that the Governing Board of Solano Community College

authorizes entering into local agreement number/s CRPM-9139 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>DENIS HONEYCHURCH, J.D.</u>	<u>Board President</u>	_____
<u>JOWEL C. LAGUERRE, Ph.D.</u>	<u>Secretary</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 17th day of March 2009/10, by the Governing Board of Solano Community College District of Solano County, California.

I, JOWEL C. LAGUERRE, Ph.D., Clerk of the Governing Board of Solano Community College District, of Solano County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

**FEDERAL CERTIFICATIONS****CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee must insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Solano Community College  
4000 Suivan Valley Rd.  
Fairfield, Solano County, CA 94534

Check [ ] if there is a separate sheet attached listing all workplaces.

DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACT AGENCY)	CONTRACT #
Solano Community College	CRPM-9139
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Jonel C. Laguerre, Ph.D, Superintendent/President	
SIGNATURE	DATE

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** Members of the Governing Board  
**SUBJECT:** SUNGARD HIGHER EDUCATION CONTRACTS  
**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

At the February 17, 2010, Board meeting, SunGard Higher Education presented a proposal to provide services to the District to assist us with being able to fully implement the products we have purchased using best practices and to move to the latest version of the Banner product.

Since this meeting, staff and SunGard representatives have worked out the details of the contracts. The contracts have been reviewed by District counsel. The District is seeking support of the Governing Board for providing staff with the resources needed to fully address all outstanding issues we have with our implementation and to assist in getting to the point where we will be largely self-sufficient in maintaining the system.

The total cost for two years of service is \$1,644,714. The total cost for new software for two years is \$80,769. The cost for new software maintenance for the first year is \$11,717. This is an allowable funded project through Measure G Bond funds.

Attachment #1 (Professional Services Work Order) and Attachment #2 (Encompass Web Solution Service Agreement) are available for review in the Office of the Superintendent/President, the Office of the Interim Chief Information Systems Officers, on the Solano College Web site, and at the press table the night of the meeting.

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

James Ennis  
Interim Chief Information Systems Officer

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

**ADDRESS**

(707) 864-7104


**TELEPHONE NUMBER**

Information Systems

**ORGANIZATION**

March 5, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

# SUNGARD<sup>®</sup> HIGHER EDUCATION

## Products and Services Proposed for Solano Community College

March 17, 2010

- **Fixed Price Services Agreement** to include:
  - **Application Management Services** providing management of critical enterprise systems with sustained reliability and availability to all users
    - Day-to-day management of all Banner & related systems
    - Reliable Systems Maintenance & Monitoring
    - Backup and recovery
    - Systems performance tuning
    - Critical system/service/log monitoring
    - Secure Operating System & Database Administration
    - TEAM of expert resources
    - Team members are application specialists with 500+ person years of experience in technology
    - No single human point of failure
    - Emergency Support Services Contact Number Proactive Application Monitoring
    - 24x7x365 monitoring of all application components
    - Problem issue notification to all services teams
  - **System and Technical Training** to complete the Banner implementation and upgrade to Banner 8
    - Staff experienced with the unique requirements of the California Community Colleges
    - Proven success with 37 other California Community Colleges
    - Implementation of new modules (DegreeWorks, Advancement, Workflow, Imaging and more.)
    - Implementation of additional features of the Banner suite
    - Knowledge transfer to the Solano CC functional and technical leadership which will ensure SCC's staff self sufficient to support maximization of SCC's investment
  - **Total two year Services cost: \$1,644,714**
- **New Software**
  - Banner Advancement and Document imaging modules
  - iModules for online giving
  - **Total two year Software cost: \$80,769**
- **New Software Maintenance (annual) 1<sup>st</sup> Year: \$11,717**

**AMENDMENT TO  
SOFTWARE LICENSE &  
SERVICES AGREEMENT**

**SUNGARD HIGHER EDUCATION INC.**  
("SunGard Higher Education")

and

**SOLANO COMMUNITY COLLEGE DISTRICT**  
("Licensee")

Original Software License & Services Agreement dated May 8, 2006, as thereafter amended (the "Agreement").

LICENSEE AND SunGard Higher Education, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment. Further, for purposes of this Amendment, and with regard to each other Amendment entered into subsequently by the parties: the term "Execution Date" means the latest date shown on the signature page of the Amendment in question; and in addition, and notwithstanding any other meaning that may have been ascribed to this term in the Agreement, the term "Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address, or a location, computer or electronic repository at such Delivery Address.

2. Amendment to and Modification of Agreement.

(a) License Grant. SunGard Higher Education grants Licensee the right to use the additional Licensed Software identified on Exhibit 1 attached to this Amendment for the additional fees set forth in the attached Exhibit 1, on the terms and conditions set forth in the Agreement as modified by this Amendment.

(b) Payment Terms. Whenever any payment is not made within 45 days of the date in which Licensee receives an undisputed invoice, Licensee shall pay within 30 days a late charge equal to 1 (one) percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent, except that, if the amount of the penalty is seventy-five dollars (\$75) or less, the penalty shall be waived and not paid by Licensee, as provided for in California Government Code § 927.6(b). Licensee may dispute an invoice submitted by Company for reasonable cause if Licensee notifies Company within 15 working days from receipt of the invoice, or delivery of the property or services, whichever is later. No invoice shall be disputed on the basis of minor or technical defects. Licensee shall reimburse Company upon demand for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Licensee, and such costs shall likewise accrue interest from the date first due.

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Amendment are non-cancelable, and the amounts paid under this Amendment are nonrefundable, except as provided in this Amendment. By the execution of this Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

**SunGard Higher Education**

**Licensee**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

## EMC SOFTWARE SUPPLEMENT

1. Additional Definitions. “EMC Component Systems” means the software provided to SunGard Higher Education by EMC Corporation (“EMC”) which is identified in Exhibit 1 as ApplicationXtender Test Bundle and the ApplicationXtender API Web Services.
2. Ownership. EMC owns the EMC Component Systems.
3. Restrictions on Use of EMC Component Systems. Licensee’s use of the EMC Component Systems is subject to the following additional terms and conditions:
  - (a) Licensee has the right to use the EMC Component Systems only in Object Code form;
  - (b) Licensee acknowledges that the EMC Component Systems are proprietary to EMC and are supplied by SunGard Higher Education under license from EMC. Title to the EMC Component Systems shall at all times remain vested in EMC or its designated successor. Except for the right of use that is expressly provided to Licensee under the Agreement, no right, title or interest in or to the EMC Component Systems is granted to Licensee;
  - (c) Licensee agrees that EMC makes no representations or warranties whatsoever to Licensee; and that EMC shall not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee’s use of the EMC Component Systems or related materials;
  - (d) Licensee acknowledges and understands that the EMC Component Systems may only be used by the number and type of users for which the license has been granted, as otherwise specified in Exhibit 1; and
  - (e) Licensee acknowledges and agrees that EMC is a third party beneficiary of this Amendment with regard to the EMC Component Systems.

**AMENDMENT TO  
MAINTENANCE AGREEMENT**

**SUNGARD HIGHER EDUCATION INC.**  
("SunGard Higher Education")

and

**SOLANO COMMUNITY COLLEGE DISTRICT**  
("Licensee")

Original Maintenance Agreement dated May 8, 2006, as may thereafter have been amended (the "Maintenance Agreement").

This Maintenance Amendment is entered into by the parties on the latest date shown on the signature page of this Amendment. SunGard Higher Education's obligations hereunder shall commence on April 1, 2010.

LICENSEE AND SunGard Higher Education, intending to be legally bound, agree as follows:

1. Defined Terms. Unless specifically defined herein, all terms defined in the Maintenance Agreement shall have the same meaning when used in this Maintenance Amendment.

2. Amendment to and Modification of Maintenance Agreement.

(a) SunGard Higher Education agrees to provide Improvements with respect to the additional Component Systems identified in Exhibit 1 (the "Maintenance Exhibit"), attached to this Maintenance Amendment on the same terms and conditions as the Maintenance Agreement for the period and for the fee specified in the Maintenance Exhibit. The term of the Maintenance Agreement is deemed to be extended as provided for in the Maintenance Exhibit for purposes of this Maintenance Amendment. Any amounts indicated on the Maintenance Exhibit are in addition to all other amounts payable under the Maintenance Agreement.

(b) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.

3. Payment Terms. Whenever any payment is not made within 45 days of the date in which Licensee receives an undisputed invoice, Licensee shall pay within 30 days a late charge equal to 1 (one) percent above the rate accrued on June 30 of the prior year by the Pooled Money Investment Account, not to exceed a rate of 15 percent, except that, if the amount of the penalty is seventy-five dollars (\$75) or less, the penalty shall be waived and not paid by Licensee, as provided for in California Government Code § 927.6(b). Licensee may dispute an invoice submitted by Company for reasonable cause if Licensee notifies Company within 15 working days from receipt of the invoice, or delivery of the property or services, whichever is later. No invoice shall be disputed on the basis of minor or technical defects. Licensee shall reimburse Company upon demand for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Licensee, and such costs shall likewise accrue interest from the date first due.

**(SIGNATURES APPEAR ON THE FOLLOWING PAGE)**



4. Integration Provision. Except as expressly modified by this Maintenance Amendment, the Maintenance Agreement shall remain in full force and effect. As of the Execution Date, the Maintenance Agreement, as further amended by this Maintenance Amendment, constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Amendment are non-cancelable, and the amounts paid under this Amendment are nonrefundable, except as provided in this Amendment. By the execution of this Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

**SunGard Higher Education**

**Licensee**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**EXHIBIT 1**

Licensee: Solano Community College District

**PARTIAL YEAR PAYMENT/DUE DATE:** \$897 due on the Execution Date for the period April 1, 2010 through April 30, 2010.

**FIRST ANNUAL CONTRACT YEAR PAYMENT DATE:** May 1, 2010

**OPTIONAL TERMINATION DATE:** April 15, 2013

<b>Component Systems</b>	<b>Contract Year Begins/Ends</b>	<b>Expiration Date</b>	<b>Maintenance Standards</b>	<b>Initial Payment Amount</b>
Banner Advancement (includes Advancement Self-Service)	May 1/April 30	April 30, 2016	Silver	Included
ApplicationXtender Test Bundle (one (1) server license) <sup>1</sup>	May 1/April 30	April 30, 2016 <sup>1</sup>	Bronze	Included
ApplicationXtender API Web Services (one (1) server license) <sup>2</sup>	May 1/April 30	April 30, 2016 <sup>1</sup>	Bronze	Included
<b>TOTAL:</b>				<b>\$10,820</b>

For the Baseline Component Systems set forth in the Maintenance Table, the "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 6% over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by SunGard Higher Education in an annual invoice and will increase by not more than 10% over the amount payable for Improvements for the immediately preceding Contract Year.

<sup>1</sup> Indicates that the Component System is owned by a third party.

**EXHIBIT 2**  
**Silver Level Maintenance Standards**

**I. Defined Terms:**

**“Notification”** means a communication to SunGard Higher Education’s ActionLine by means of: (i) SunGard Higher Education’s ActionWeb; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Higher Education’s then-current policies and procedures for submitting such communications.

**“Priority One Call”** means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Two Call”** means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Three Call”** means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

**“Priority Four Call”** means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

**II. Hours During Which SunGard Higher Education’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:** Seven (7) days per week, 24 hours per day.

**Note:** SunGard Higher Education’s ActionLine uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via SunGard Higher Education’s ActionWeb and e-mail. This system allows SunGard Higher Education’s ActionLine staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client’s telephone call.

**III. Targeted Response Times.** With respect to SunGard Higher Education’s Maintenance obligations, SunGard Higher Education will use diligent, commercially reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Amendment in accordance with the following guidelines:

**Priority One Calls** –two (2) hours or less.

**Priority Two Calls** - four (4) hours or less.

**Priority Three Calls** – twenty-four (24) hours or less.

**Priority Four Calls** – seventy-two (72) hours or less.

**Notes:** (1) For purposes of these targets, a “response” will mean as an initial contact from an SunGard Higher Education representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Higher Education’s obligation to respond to Licensee, Licensee must follow the policies and procedures of SunGard Higher Education’s ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

## Bronze Level Maintenance Standards

### I. Defined Terms:

**“Notification”** means a communication to SunGard Higher Education’s ActionLine by means of: (i) SunGard Higher Education’s ActionWeb; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Higher Education’s then-current policies and procedures for submitting such communications.

**“Priority One Call”** means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., “crash”) of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Two Call”** means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee’s computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee’s operations on the day on which the alleged Documented Defect is reported.

**“Priority Three Call”** means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee’s ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee’s operations.

**“Priority Four Call”** means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

**II. Hours During Which SunGard Higher Education’s “ActionLine” Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance:** Five (5) days per week, Monday through Friday, excluding United States holidays and SunGard Higher Education-observed holidays, from 8:00 AM to 8:00 PM (Eastern US Time).

**III. Targeted Response Times.** With respect to SunGard Higher Education’s Maintenance obligations, SunGard Higher Education will use reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 of this Amendment in accordance with the following guidelines, with the time period to be measured beginning with the first SunGard Higher Education ActionLine business hour occurring after SunGard Higher Education’s receipt of the Notification:

**Priority One Calls** –two (2) hours or less.

**Priority Two Calls** – four (4) hours or less.

**Priority Three Calls** – twenty-four (24) hours or less.

**Priority Four Calls** – seventy-two (72) hours or less.

For purposes of these targets, a “response” will mean as an initial contact from an SunGard Higher Education representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Higher Education’s obligation to respond to Licensee, Licensee must follow the policies and procedures of SunGard Higher Education’s ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

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

**TO: Members of the Governing Board**

**SUBJECT: NEW CLASS SPECIFICATIONS FOR POSITION IN THE  
ADMINISTRATIVE LEADERSHIP GROUP – CENTER  
DEAN (EDUCATIONAL ADMINISTRATOR)**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

Attached is the position description, which was created as part of the District restructuring. The Center Dean position will be placed on Range 46 of the Administrative Leadership Group salary schedule. The job description is being presented to the Board for approval.

In addition, Governing Board Policy No. 4800 will be revised to include the new position of Center Dean and to delete the Center Director position.

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

Trudy Largent, J.D.  
Interim Director of Human Resources

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534-3197

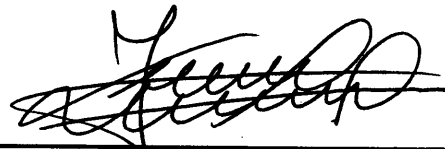
**ADDRESS**

(707) 864-7122

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

March 5, 2010  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
POSITION DESCRIPTION**

**CLASS TITLE: CENTER DEAN (Educational Administrator)**

**BASIC FUNCTION:**

Under the direction of the Superintendent/President, directs, manages, supervises, and coordinates the Center activities and staff; serves as the chief academic and student affairs leader of the Center; coordinates Center activities with the Deans. Collaborates with district departments as necessary for ongoing operations.

**REPRESENTATIVE DUTIES**

Provides leadership, direction, and support of the daily operation of a Center; participates in the development of and manages the implementation of goals, objectives, policies, and priorities for the Center; recommends and administers policies and procedures.

Assumes the leadership role in curriculum planning and scheduling. Collaborates with Division Deans in planning and scheduling Center instructional programs; monitoring the efficiency and effectiveness of service delivery methods and procedures; in identifying opportunities for improvement; and in implementing improvements.

Supervises the Center's student registration process, including on-line student registration systems and related activities, coordinating activities with Offices of Admissions and Records, Bookstore, and Information Systems.

Manages in collaboration with other departments and divisions student support services including counseling, assessment, financial aid, health services, textbook delivery, IT support, and library resources.

Supports and enhances the development and growth of the Center.

Serves on College committees and makes written and oral presentations to College and community groups as requested.

Participates in campus-wide activities as appropriate.

Performs studies, surveys, and management analysis relating to the Center; and submits reports to meet all local, state, and federal mandates.

Collects and analyzes data pertaining to students, class counts, enrollment, and other statistical information.

Develops and maintains constructive contact, working relationships, and community involvement with the area agencies such as chambers of commerce and city governments,

serving as a college liaison to various business, educational, and governmental entities; communicates with and determines education needs of community.

Facilitates local partnerships with feeder high schools in collaboration with Administration and Deans.

Assists in evaluation of faculty and ensures the implementation of collective bargaining agreements.

Develops office and operational procedures manuals.

Monitors and facilitates the maintenance and repairs of the Center in collaboration with the Facilities Department.

Coordinates with Division Deans, College Police, and city fire and police services to ensure a safe, secure work and learning environment.

Selects, trains, motivates, and evaluates assigned classified staff, including providing or coordinating staff training; working with employees to correct deficiencies; implementing discipline and termination procedures.

Researches, analyzes, and makes recommendations on staffing needs.

Maintains an accurate inventory of equipment and supplies; assesses needs to repair, replace or acquire equipment.

Develops and administers assigned budgets; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring and approval of expenditures; directs and implements adjustments as necessary.

Performs related duties and responsibilities as assigned.

**KNOWLEDGE AND ABILITIES:**

KNOWLEDGE OF:

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

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.

Organizational and management practices as applied to the policies and operational needs of the Center.

Current teaching and learning methods.

Budget preparation and administration. Principles and practices of supervision, training,

and performance and teaching evaluation.  
 Pertinent federal, state, and local laws, codes and regulations.  
 Provisions of Collective Bargaining Agreements.  
 Principles of public relations.

**ABILITY TO:**

Provide professional leadership and direction for the assigned operation.  
 Recommend and implement goals, objectives, and practices for providing effective and efficient services.  
 Investigate, analyze and make recommendations for needed courses and program direction.  
 Prepare and administer budget.  
 Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.  
 Research, analyze, and evaluate new service delivery methods, procedures and techniques.  
 Learn, interpret and apply District policies and procedures.  
 Prepare clear and concise administrative and financial reports.  
 Interpret and apply federal, state, and local laws, regulations, policies, and procedures.  
 Maintain accurate schedules, arrangements and records.  
 Manage, direct, work effectively with, and coordinate the work of assigned staff.  
 Select, supervise, train, and evaluate classified staff; evaluate faculty.  
 Communicate effectively, both verbally and in writing, with faculty and staff, students, and community members. Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.  
 Work cooperatively with other administrators and staff to offer effective services to students.  
 Demonstrate an understanding and sensitivity to the diverse socio-economic, cultural and ethnic background of all employees, including the disabled.  
 Work with Board/District approved guidelines to establish positive media and community relations.

**EDUCATION AND EXPERIENCE:**

The minimum qualifications for service as a Center educational administrator shall be the following:

- a. Possession of a master's degree from a regionally accredited institution of higher education or equivalent in a college discipline or education
- b. One year of formal training, internship, or leadership experience reasonably related to the leadership of a College Center; one year of teaching experience at the high school or college level preferred.
- c. Three years of increasingly responsible leadership experience; community college experience preferred.

TL/zg:2/9/10

Board approved: 7-20-05

Revised: \_\_\_\_\_



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

**TO: Members of the Governing Board**  
**SUBJECT: CHANGE IN START TIME FOR BOARD MEETINGS**  
**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY:**

At the December 16, 2009, Board meeting, action was taken to approve the calendar of board meetings for 2010, together with the start times and locations, per Board Policy 1025. While the new approved start time of 6:00 p.m. has been effective for the most part, some Board members have asked for a slight modification and are suggesting a 6:30 p.m. start time for future meetings. We agreed to re-evaluate the December 16<sup>th</sup> decision if needed.

Approval is being requested at this time to start future Board meetings at 6:30 p.m.

**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**

March 5, 2010  
**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010  
**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: FORMATION OF BOARD SUBCOMMITTEE TO REVIEW DISTRICT BOARD POLICIES  
REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

Select members of the Board have requested the opportunity to formulate a Board Subcommittee to review all District Board Policies.

Approval is being requested at this time to establish this Board Subcommittee. Upon approval, the Board President will select a chair and members to serve in this capacity.

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

March 5, 2010  
DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT



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

March 5, 2010  
DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT

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

**TO: Members of the Governing Board**  
**SUBJECT: EARLY RETIREMENT EMPLOYEE INCENTIVE PLAN**  
**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

The District is considering offering an early retirement incentive plan to employees. A representative from Public Agency Retirement Services (PARS) will present information to the Board regarding the incentive plan. Documentation is being provided under separate cover.

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

Trudy Largent, J.D.  
Interim Director of Human Resources

**PRESENTER'S NAME**

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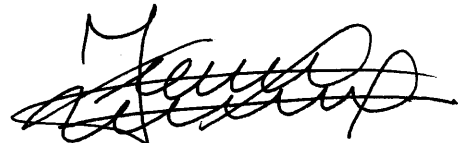
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**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM**

**TO: Members of the Governing Board**  
**SUBJECT: PRELIMINARY 2010-11 GENERAL FUND BUDGET**  
**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

In accordance with the 2010-11 Budget Development Calendar schedule, Carey C. Roth, Vice President, Administrative & Business Services, will present the preliminary 2010-11 general fund budget to the Board. Vice President Roth will provide a snapshot of the budget development status given the most current information from the state and strategies to address the anticipated takeaways in revenue apportionment.

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

Carey C. Roth, Vice President  
Administrative & Business Services

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

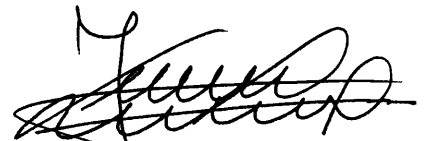
**TELEPHONE NUMBER**

Administrative & Business Services

**ORGANIZATION**

March 5, 2010

**DATE SUBMITTED TO  
SUPERINTENDENT/PRESIDENT**



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

March 5, 2010

**DATE APPROVED BY  
SUPERINTENDENT/PRESIDENT**