SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION:

APPROVAL

EMPLOYMENT 2010-2011

Regular Assignment

| Name | Assignment | Effective | Amount |
|---------------|--|------------------|-----------------------|
| Maureen Bates | Administrative Assistant III Vallejo Center CSEA, Range 13/Step 4 | 11/4/10 | \$ 45,032.00 annually |
| John Siefert | From Extended Campus Assistant, Vallejo Center, Evening shift To Day shift | 10/21/10 | No change |

Short-term/Temporary/Substitute

| <u>Name</u> | Assignment | <u>Dates</u> | Amount/ Hourly Rate |
|---------------|--|--|------------------------|
| Jesse Branch | Community Services Officer Short-term/temporary | 10/21/10 - until permanent position fi | \$ 11.71 hour lled |
| David Brannen | Community Services Officer Short-term/temporary | 10/21/10 - until permanent position fi | \$ 11.71 hour lled |
| Carla Brown | Office Assistant, Financial Aid | 10/21/10 - 6/30/11 | \$ 9.60 hour |

Karen H. Ulrich

Director of Human Resources

JOWEL C. LAGUERRE, Ph.D.

Superintendent/President

October 8, 2010

Date Submitted

October 8, 2010

Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Meeting October 20, 2010 Page 2

Short-term/Temporary/Substitute (Continued)

| Name | Assignment | <u>Dates</u> | ount/ urly Rate |
|-----------------|---|--|------------------------|
| Beatriz Corona | Substitute PE, Athletic Assistant | 10/21/10 - 6/30/11 | \$ 12.68 hour |
| William Denney | Lab Assistant, Contract Ed | 10/21/10 - 6/30/11 | \$ 14.01 hour |
| Kristie Iwamoto | Instructor, Contract Ed | 10/21/10 - 6/30/11 | \$ 54.92 hour |
| Janet Leary | Administrative Assistant III, Humanities Substitute (Emergency L | 10/5/10 – 10/22/10 Leave Replacement) | \$ 18.96 hour |
| Kelly Ryan | English Instructor, Basic Skills Initiative | 10/21/10 – 12/19/10 | \$ 200.00 stipend |

Professional Experts

| <u>Name</u> | Assignment | <u>Dates</u> | mount/ ourly Rate |
|----------------------|---|---------------------------|--------------------------|
| Greg Begin | Present, Teen Issues, Media/Body Image and Self-Esteem | 11/16/10 | \$ 250.00 |
| Channa Booker | Figure Model, Art 145 | 11/5/10 | \$ 60.00 |
| Sherry Currie-Procto | r Co-present, PRIDE Pre-service for Foster & Adoptive Parents | 11/1/10 – 11/29/10 | \$ 1,260.00 |
| Deborah Davis | Present, Special Needs Infants and Toddlers | 11/3/10 – 11/5/10 | \$ 500.00 |
| Erica Dumin | Co-present & Support Kinship Support & Information | 11/3/10 11/17/10 | \$ 540.00 |
| Bruce Feldmann | Figure Model, Art 145 | 11/12/10 | \$ 60.00 |
| Timothy Grivvin | Figure Model, Art 145 | 10/22/10 | \$ 60.00 |
| Peggy Hoover | Co-present, PRIDE Pre-service for Foster & Adoptive Parents and Co-present, Family Night: Self-Este | 11/1/10 – 11/29/10 eem | \$ 1,440.00 |
| Teri Lamb | Co-present, PRIDE Pre-service for Foster & Adoptive Parents | 11/1/10 - 11/29/10 | \$ 1,260.00 |

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Meeting October 20, 2010 Page 3

| Name | <u>Assignment</u> | <u>Dates</u> | | mount/ ourly Rate |
|--------------------|--|---------------------|----------|----------------------|
| Nancy Pewitt | Co-present & Support Kinship Support & Information | 11/10/10 – 11/17/10 | \$ | 540.00 |
| Charles Pyle | Figure Model, Art 52/54/55 | 10/21/10 | \$ | 125.00 |
| Lisa Quinterro | Figure Model, Art 145 Figure Model, Art 145 | 10/27/10 12/3/10 | \$ \$ | 80.00 80.00 |
| D. Mary Ann Turley | Co-present PRIDE Pre-service for Foster & Adoptive Parents and Co-present & Support Kinship Support and Information | 11/1/10 – 11/29/10 | \$ | 1,440.00 |

Independent Contractors

| Name | Assignment | <u>Dates</u> | | ount/ urly Rate |
|-----------------|--|----------------------------------|-------|--------------------|
| Н | ealth Occupations, Public Safety, an Maire Morinec, Respons | d Child & Family Stuible Manager | ıdies | |
| Yanina Cywinska | Guest speaker, Enlightenment Series on the Holocaust | 11/9/10 | \$ | 500.00 |
| Jeri Marshall | Guest speaker, Enlightenment Series, "Educated, Alive & Free" | 10/26/10 | \$ | 200.00 |

Superintendent/President <u>Jowel Laguerre, Responsible Manager</u>

On July 21, 2010, the following item was presented and approved by the Governing Board.

| Ron Cox | Consultant, Fiscal Services | 7/13/10 - 12/31/10 | Not to exceed |
|---------------|-----------------------------|--------------------|---------------|
| The ELS Group | Finder's fee | | \$ 48,000.00 |

At this time, we would like to amend the time to accommodate the transition and amount.

1/1/11 – 2/15/11 Not to exceed \$ 20,000.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Meeting October 20, 2010 Page 4

Independent Contractors (Continued)

Name Assignment Dates Amount/
Hourly Rate

Workforce and Economic Development/Contract Education <u>Deborah Mann, Responsible Manager</u>

Jason McKnight

EMT Instruction for Travis

11/3/10 - 12/20/10

\$ 7,425.00

firefighters

GRATUITOUS SERVICE

Name <u>Assignment</u> <u>Division/Department</u>

Sammie Garrett, III Assist in bicycle riding lessons

PE/Athletics

and skill drills.

Jennifer Lucia EMT Skills Lab Assistant

Health Occupations, Public Safety &

Child & Family Studies

APPROVAL OF CLASSIFIED MANAGEMENT JOB DESCRIPTION

The attached job description for Coordinator, Marketing & Student Recruitment was presented to the Governing Board for information at the December 2, 2009 Board meeting. It is being presented tonight for approval. It will be placed on Range 33 of the Administrative Leadership Group salary schedule and be included in Governing Board Policy 4800.

2010-2011 WINTER AND SPRING BREAK WORK SCHEDULE

The College will be closed for Winter Break December 23, 2010 through January 2, 2011; return to work January 3, 2011 and closed for Spring Break Thursday, April 21, 2011 through Sunday, April 24, 2011; return to work April 25, 2011.

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION

CLASS TITLE: COMMUNITY SERVICE OFFICER

BASIC FUNCTION:

Under direction of the Chief of Police and general oversight of the Police Sergeant or onduty sworn Police Officers, perform non-sworn civilian duties including: patrol district properties, events, and surrounding areas on a routinely rotational basis as assigned by vehicle, bicycle, or on foot; secure and/or unlock buildings and facilities; provide front counter services, answering phones and customer service; and includes shift work; weekends; holidays and occasional shift adjustments with less than 72 hours notice and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

The Community Service Officer (CSO) patrols all District properties, events, and surrounding areas to observe and report violations of federal, state and local laws and District rules; routes appropriate service calls to Police Officers; answers telephones and waits on customers; and provides support to the campus community.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following:

Patrols District properties, events, and surrounding areas as signed by vehicle, bicycle, or on foot to be a visible presence to deter unlawful activities.

Issues parking citations and warnings to motorists.

Responds to campus emergencies such as security alarms, crimes, medical emergencies, fires and hazardous materials accidents by providing support services.

Provides customer and support services such as, securing and unlocking buildings and facilities, directing traffic, serving as a safety escort, delivering confidential messages and documents.

Maintains understanding of all general orders and District policies and procedures.

Observes and reports violations of federal, state and local laws and district rules and regulations to sworn police officers.

Writes crime reports; processes criminal identification and evidence.

Relieves other Community Service Officers or non-sworn personnel as necessary.

Community Services Officer - Continued

Provides information to outside agencies such as, District Attorney's Office and Department of Justice, as appropriate.

Maintains supplies and equipment; sets up and moves parking/people barriers.

Provides testimony through various venues when necessary.

Secondary Functions:

Perform other duties as required.

MINIMUM QUALIFICATIONS

Required Qualifications:

- Education: Thirty (30) college units from an accredited college of higher learning and
- Experience: One year of experience in security work, parking and traffic control, radio communications and public relations or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

Preferred Qualifications:

- Education: AA degree in criminal justice and
- Experience: Three years of experience in security work, parking and traffic control, radio communications and public relations or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

Ability to read, interpret, apply and explain District and police policies, procedures and regulations, Penal Code, Vehicle Code, Government and Evidence Code.

Ability to compile information and write simple reports.

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

Ability to read and write at the levels necessary to perform the duties.

Ability to effectively present information in person or on the telephone to students, staff, or the public, and official public agencies.

MATHEMATICAL SKILLS:

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

Community Services Officer - Continued

REASONING ABILITY:

Ability to learn quickly and apply specific laws, regulations, rules, policies and procedures of the department and functions to which assigned.

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

Ability to analyze situations accurately and use an effective course of action.

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

Ability to exercise good judgment and discretion in analyzing and resolving confidential, difficult and sensitive situations.

CERTIFICATES, LICENSES, REGISTRATION:

Possess a valid Class C California Driver's License; ability to obtain a first aid/CPR certification within six months of employment.

OTHER SKILLS AND ABILITIES:

Ability to operate a two-way radio and use radio codes.

Ability to multi-task, including ability to drive, use a portable radio and observe unauthorized parking activity.

Demonstrate knowledge of:

Site safety and patrol techniques.

Crime prevention and safety training techniques, including CPR and EMS training.

Research methods and techniques.

Operate office equipment including copier, calculator, facsimile machine and others.

Learn laws, regulations and policies related to assigned areas of responsibility.

Format, type, proofread and distribute documents and other written materials.

Establish and review work priorities.

Meet demanding schedules and multiple, often conflicting timelines.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

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

Work effectively and independently with minimal supervision.

Perform assigned work with alacrity and accuracy.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Community Services Officer - Continued

While performing the duties outlined in this classification, employees in this classification are regularly required to walk, sit, or stand for long periods of time, use hands and fingers to operate an electronic hand-held device, keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to attend meetings or to pick up or deliver materials at other locations.

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

A substantial amount of the work assigned to this classification is typically performed in an outdoor environment. Other duties may require working in an office environment. Work environments may be noisy. While performing the duties of this classification, the employee regularly is subjected to continual interruptions.

| KHU/JL/zg: | 10/13/10 | |
|--------------|----------|--|
| Board adopte | ed: | |

| AGENDA ITEM | 10.(c) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

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

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|---|----|---------------|---|
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Members of the Governing Board

SUBJECT:

WARRANT LISTINGS

REQUESTED ACTION:

APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

| 09/08/10 | Vendor Payment | 11025043 | \$ 5,676.36 |
|----------|----------------|-------------------|--------------|
| | - | | • |
| 09/08/10 | Vendor Payment | 11025044-11025045 | \$234,935.00 |
| 09/08/10 | Vendor Payment | 11025046-11025116 | \$322,295.73 |
| 09/15/10 | Vendor Payment | 11025117-11025186 | \$468,467.87 |
| 09/15/10 | Vendor Payment | 11025187-11025346 | \$ 11,510.00 |
| 09/17/10 | Vendor Payment | 11025347-11025408 | \$225,149.72 |
| 09/23/10 | Vendor Payment | 11025409-11025456 | \$136,592.55 |
| 09/27/10 | Vendor Payment | 11025457-11025464 | \$ 24,115.71 |
| 09/29/10 | Vendor Payment | 11025465-11025553 | \$709,106.06 |
| 09/29/10 | Vendor Payment | 11025554-11025572 | \$289,695.63 |
| 10/05/10 | Vendor Payment | 11025573-11025967 | \$ 82,980.50 |

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 Finance & Administration, and Library.

| Government Code Board Policy 3240 ECS 70902 & 81656 | Estimated Fiscal Imp | act: \$2,510,525.13 |
|---|---|--------------------------|
| SUPERINTENDENT'S RECOMMENDATION: | ⊠ APPROVAŁ □ NOT REQUIRED | ☐ DISAPPROVAL ☐ TABLE |
| Roy V. Stutzman, Consultant Finance & Administration PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 | Almi | <i>P</i> —. |
| ADDRESS 707-864-7209 TELEPHONE NUMBER | JOWNL C. LAGUI Superintendent- | |
| Finance & Administration ORGANIZATION | October 8, 2 DATE APPRO SUPERINTENDENT | VED BY |
| October 8, 2010 | SOLEKHALEMDEM | -i residen i |

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

| AGENDA ITEM | 10.(d) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL CITY OF DIXON SMALL BUSINESS

DEVELOPMENT CENTER (SBDC) SERVICE

AGREEMENT

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The city of Dixon has proposed renewing a Service Agreement with the Solano College Small Business Development Center (SBDC). The scope of the Agreement will include the delivery of entrepreneurial and business development training, one-on-one counseling, technical assistance, and information dissemination to the city of Dixon small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration funding for the Small Business Development Center. The Agreement is for a total amount of \$3,000 for the period July 1, 2010 through June 30, 2011.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

| Government Code; CFR Title 13 | Board Policy: 2150 Estimated Fiscal Impact: \$3,000 |
|--|--|
| | City of Dixon SBDC Service Agreement |
| SUPERINTENDENT'S RECOMMENDAT | MAPPROVAL ☐ DISAPPROVAL TION: ☐ NOT REQUIRED ☐ TABLE |
| Charles Eason, Director | |
| Small Business Development Center | , 1 |
| PRESENTER'S NAME | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | The state of the s |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. |
| | Superintendent-President |
| (707) 864-3382 | <u> </u> |
| TELEPHONE NUMBER | · |
| Academic and Student Affairs | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY |
| • | SUPERINTENDENT-PRESIDENT |
| October 8, 2010 | |
| DATE SUBMITTED TO | |

Service Agreement

THIS AGREEMENT, entered into on the ____ day of _____, 2010 by and between the City of Dixon, a Municipal Corporation (hereinafter CITY), and the Solano College Small Business Development Center, a division of the Solano Community College District, (hereinafter CENTER).

Witnesseth

WHEREAS, CITY desires to engage CENTER, and CITY has allocated funds not to exceed Three Thousand Dollars (\$3,000.00), to be utilized during the time period between July 1, 2010 and June 30, 2011, for the purpose of meeting the performance standards as outlined in Section II.

Now, THEREFORE, the Parties agree to, as follows:

I. <u>Program Coordination</u>

- A. City: The City Manager shall provide overall direction and supervision of the progress and performance of the terms of this Agreement. The City Manager designates the Economic Development Director as the City's ongoing contact person who shall be responsible for the ongoing management and coordination of this Agreement.
- B. CENTER: SUBRECIPIENT ORGANIZATION shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the execution and progress of this AGREEMENT. CENTER designates the Director of the Solano College Small Business Development Center as the CENTER'S ongoing contact person.
- C. NOTICES: All required notices or other correspondence related to this Agreement shall be sent to the parties at the following addresses:

CITY:

Mark Heckey

Economic Development Director

City of Dixon 600 East A Street Dixon, CA 95620-3697

CENTER:

Charles Eason

Director

Solano College SBDC

360 Campus Lane, Suite 102

Fairfield, CA 94534

II. Obligation of CENTER

The CENTER agrees to provide the following services to CITY:

1. City of Dixon-based technical assistance

At least 6 hours per month of technical assistance (e.g., business planning, accounting, financing, marketing, government procurement, computer technologies and other small business development issues) will be available free of charge to Dixon businesses and entrepreneurs.

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

2. Micro Loan and Other Financial Loan Programs

The CENTER will provide Dixon businesses technical assistance (one-on-one counseling) in applying for SBA guaranteed loans; State guaranteed loans; micro-loans; Community Development Block Grant (CDBG) loans; and commercial loan programs.

3. CDBG Loan Fund Program Administration

The CENTER will provide the following program administration services for clients applying to the City of Dixon CDBG revolving loan fund:

- a. Process applicant intake
- b. Generate loan committee reports
- c. Present loan requests to loan committee

Note: The CENTER will not be involved in the actual loan decision and the CITY will handle internally the underwriting and servicing of any loans that are funded.

4. Small Business Seminars for Dixon Businesses

The Center will deliver at least two (2) small business seminars during the term of the agreement at a Dixon location. The CENTER will coordinate, market, and conduct the seminars. A nominal registration fee will be charged to the participants of the seminars to cover the cost of the instructors. Seminars will be 2 to 4 hours in length and cover topics that may include:

Starting and Managing a Small Business

How to Write a Business Plan Understanding Financial Statements Intro to QuickBooks Basic Bookkeeping Marketing Tax Tips for Small Business Customer Service Small Business Financing

5. Presentations to Merchant Organizations and other Business Groups

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

6. Provide Permitting and Start-up Information

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

7. Progress Reports

The CENTER will provide progress reports to the CITY every six-(6) months to ensure that the milestones are being met. The semi-annual reports will be submitted one month after the end of each six month period for the term of the contract on or before the following dates: January 31st, 2011 and July 30th 2011. The reports will contain a listing of inquiries, small business clients counseled, seminars, workshops and events presented in Dixon.

8. <u>Insurance</u>

The CENTER will provide insurance coverage as specified in attached Addendum.

III. Obligation of CITY

The City of Dixon agrees to provide the following to the Solano College Small Business Development Center (CENTER):

1. Contribution of Funds for Services Provided

CITY will reimburse CENTER for services outlined in Section II per the attached fee schedule in Attachment A (not to exceed \$4,000 for the term of the agreement). CENTER will provide invoices with the semi-annual progress reports.

Contributions by the CITY will be used as cash match to leverage the CENTER's federal and state funding.

2. Cooperative Marketing Efforts

The City of Dixon and the CENTER will work cooperatively to market technical assistance counseling, seminars, and other special events cosponsored by the two agencies. This may include mailing flyers or placing press releases in the City's Newsletter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

| City of Dixon, a Municipal Corporation | Solano College Small Business Development Center Solano Community College District |
|--|--|
| By: | By: |
| Nancy Huston City Manager | Jowel C. Laguerre, Ph.D. Superintendent/President |

Attachment A - Billing Rate for Solano College SBDC Services

Technical Assistance (one-on-one client counseling) \$50/hr

Training (instructor classroom time) \$50/hr

Training (instructor prep time) \$50/hr

Preparation of CDBG loan committee reports \$50/hr

| AGENDA ITEM | 10.(e) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL CITY OF VACAVILLE SMALL BUSINESS

DEVELOPMENT CENTER (SBDC) SERVICE

AGREEMENT

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The city of Vacaville has proposed renewing a Service Agreement with the Solano College Small Business Development Center (SBDC). The scope of the Agreement will include the delivery of entrepreneurial and business development training, one-on-one counseling, technical assistance, referrals, information dissemination, small business short courses, and workshops to the city of Vacaville small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration funding for the Small Business Development Center. The Agreement is for a total amount of \$12,000 for the period July 1, 2010 through June 30, 2011.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

| Government Code: CFR Title 13 Board Police | v: 2150 Estimated Fisca | il Impact: \$12,000 |
|--|-----------------------------------|--------------------------|
| | City of Vacaville SBDC S | |
| SUPERINTENDENT'S RECOMMENDATION: | ⊠ APPROVAL □ NOT REQUIRED | ☐ DISAPPROVAL ☐ TABLE |
| Charles Eason, Director | | |
| Small Business Development Center | | |
| PRESENTER'S NAME | Hann | |
| 4000 Suisun Valley Road | | |
| Fairfield, CA 94534 | | |
| ADDRESS | JOWEL C. LAGUEI Superintendent-Pr | |
| (707) 864-3382 | - op or moonwall 11 | OSIGOIL |
| TELEPHONE NUMBER | | |
| Academic and Student Affairs | October 8, 20 | 10 |
| ORGANIZATION | DATE APPROV SUPERINTENDENT-I | ED BY |
| October 8, 2010 | | |
| DATE SUBMITTED TO | | |

Service Agreement

THIS AGREEMENT, entered into on the _____ day of ____, 2010 by and between the City of VACAVILLE, a Municipal Corporation (hereinafter CITY), and the Solano College Small Business Development Center, a division of the Solano Community College District, (hereinafter CENTER).

Witnesseth

WHEREAS, CITY desires to engage CENTER, and CITY has allocated funds not to exceed <u>Twelve Thousand Dollars (\$12,000.00)</u>, to be utilized during the time period between <u>July 1, 2010 and June 30, 2011</u>, for the purpose of meeting the performance standards as outlined in Section II.

Now, THEREFORE, the Parties agree to, as follows:

- I. Program Coordination
- A. City: The City Manager shall provide overall direction and supervision of the progress and performance of the terms of this Agreement. The City Manager designates the Economic Development Manager as the City's ongoing contact person who shall be responsible for the ongoing management and coordination of this Agreement.
- B. CENTER: SUBRECIPIENT ORGANIZATION shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the execution and progress of this AGREEMENT. CENTER designates the Director of the Solano College Small Business Development Center as the CENTER'S ongoing contact person.
- C. NOTICES: All required notices or other correspondence related to this Agreement shall be sent to the parties at the following addresses:

CITY:

Michael R. Palombo

Economic Development Manager

City of Vacaville 650 Merchant Street Vacaville, CA 95688

CENTER:

Charles Eason

Director

Solano College SBDC

424 Executive Ct. North Suite C

Fairfield, CA 94534

II. Obligation of CENTER

The CENTER agrees to provide the following services to CITY:

1. City of Vacaville-based technical assistance

At least 6 hours per week of technical assistance (e.g., business planning, legal, insurance strategies, accounting, financing, marketing, computer technologies and other small business development issues) will be available free of charge to Vacaville businesses and entrepreneurs. Technical Assistance will be available at a CITY location. The location will be provided by the CITY. The assistance will include follow-up with clients to determine progress of business development.

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

2. Micro Loan and Other Financial Loan Programs

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

3. Seminars for Vacaville Businesses

The Center will be responsible for arranging, marketing, and conducting at least 4 small business seminars at a Vacaville location. The public will be charged a fee to attend the seminars to cover the cost of conducting the training. Professional experienced small business consultants will present seminars. Seminars will be 2 to 4 hours in length and cover topics that may include:

Starting and Managing a Small Business
How to Write a Business Plan
Understanding Financial Statements
Intro to QuickBooks
Basic Bookkeeping
Marketing
Tax Tips for Small Business
Customer Service
Small Business Financing

4. Organize Special Presentations

The CENTER will work with the CITY to coordinate a special presentation through the Chamber on services available through the SBDC.

5. Presentations to Merchant Organizations and other Business Groups

The CENTER will work cooperatively with the Downtown Merchant Associations, the Chamber of Commerce and other local business agencies. The CENTER will provide at least one presentation to the Vacaville Downtown Merchants Association and other local business organizations.

6.SCC Vacaville Small Business Classes

The Center will work with the SCC Business Department to co-sponsor a series of Vacaville Small Business Classes. The Classes will be held at the SCC Vacaville Satellite Campus.

7. Provide Permitting and Start-up Information

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

8. Progress Reports

The CENTER will provide progress reports to the CITY every six-(6) months to ensure that the milestones are being met. The semi-annual reports will be submitted one month after the end of each six month period for the term of the contract on or before the following dates: January 31st, 2011, and July 31st, 2011. The reports will contain a listing of inquiries, small business clients, seminars, workshops and events presented in Vacaville. CITY will keep client information confidential.

9. Insurance

The CENTER will provide insurance coverage as specified in attached Addendum.

III. Obligation of CITY

The City of Vacaville agrees to provide the following to the Solano College Small Business Development Center (CENTER):

1. Contribution of Funds for Services Provided

The City of Vacaville agrees to pay the Solano College Small Business Development CENTER a sum of Twelve Thousand Dollars Five Hundred (\$12,000), to be utilized during the time period for the purpose of meeting the performance standards specified in this service agreement. Contributions of \$6,000 each will be given by the CITY to the CENTER after progress reports are submitted by the CENTER. This contribution is used to meet the local cash match required by the CENTER's federal and state funding.

2. Cooperative Marketing Efforts

The City of Vacaville and the CENTER will work cooperatively to market technical assistance counseling, seminars, and other special events cosponsored by the two agencies. This may include mailing flyers or placing press releases in the City's Newsletter.

CITY will conduct at least one mailing to Vacaville small business owners to advertise services of CENTER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY of Vacaville, a Municipal Corporation

Solano College Small Business Development Center Solano Community College District

Bv:

Laura Kuhn City Manager Ву:

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

| AGENDA ITEM | _10.(f) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL CITY OF VALLEJO SMALL BUSINESS

DEVELOPMENT CENTER (SBDC) SERVICE

AGREEMENT

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The city of Vallejo has proposed renewing a Consultant and Professional Services Agreement with the Solano College Small Business Development Center (SBDC). The scope of the Agreement will include the delivery of entrepreneurial and business development training, one-on-one counseling, technical assistance, and information dissemination to Vallejo small business owners and prospective owners. The funds from this contract are also used to meet the local cash match requirements for the Small Business Administration funding for the Small Business Development Center. The Agreement is for a total amount of \$12,000 for the period July 1, 2010 through June 30, 2011.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Small Business Development Center.

| Government Code: CFR Title 13 | Board Policy: 2150 Estimated Fiscal Impact: \$12,000 City of Vallejo SBDC Service Agreement |
|--|---|
| SUPERINTENDENT'S RECOMMENDA | ⊠ APPROVAL □ DISAPPROVAL |
| Charles Eason, Director Small Business Development Cente | er 1 |
| PRESENTER'S NAME | |
| 4000 Suisun Valley Road Fairfield, CA 94534 | Milling. |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. Superintendent-President |
| (707) 864-3382 | 1 |
| TELEPHONE NUMBER | · . |
| Academic and Student Affairs | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |
| October 8, 2010 | |

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this _____ day of _____, 2010, by and between the City of Vallejo, a municipal corporation ("City"), and Solano College Small Business Development Center, a division of the Solano Community College District, hereinafter referred to as "Consultant", who agree as follows:

- 1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- **2.** Payment. City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
- **3.** Facilities and Equipment. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification. Consultant shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

- 5. Insurance Requirements. Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
- 6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this

Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

- 7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.
- 8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.
- 9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.
- 10. Business License. Consultant, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.
- 11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally

accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

- **13.** Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.
- 14. Personnel. Consultant agrees to assign only competent personnel

according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

- 15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.
- **16. Term.** The term of this Agreement shall commence on July 1, 2010, and shall continue in full force and effect until June 30, 2011.
- 17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and

reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

- 19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.
- 20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators,

successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

- (b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.
- **23. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

Annette Taylor

Senior Community Development Analyst

Economic Development Division

555 Santa Clara Street Vallejo, CA 94590

If to Consultant:

Charles Eason

Director

Solano College SBDC

360 Campus Lane, Ste. 102

Fairfield, CA 94534

Any party may change its address for receiving notices by giving written notice of

such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

- **24. Integration Clause.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.
- **25.** Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.
- 26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- **27. Waiver.** Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.
- 28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.
- **29. Gender.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.
- **30. Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

- 33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.
- **34. City Representative.** The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.
- **35.** Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.
- **36.** Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.
- **37. Exhibits.** The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

| SOLANO COLLEGE SMALL BUSINESS DEVELOPMENT CENTER A Not-for-profit corporation | CITY OF VALLEJO, A municipal corporation |
|---|--|
| By: | By: Robert F.D. Adams Interim City Manager |
| DATE: | DATE: |
| | ATTEST: |
| ** | By: Aileen Weddell Interim City Clerk |
| | APPROVED AS TO CONTENT: |
| | Craig Whittom Assistant City Manager/Community Development |
| , | APPROVED AS TO INSURANCE REQUIREMENTS: |
| | Harry B. Maurer Risk Manager |
| | APPROVED AS TO FORM: |
| | Frederick G. Soley City Attorney |

Consultant and Professional Services Agreement
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EXHIBIT A

SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Annette Taylor Senior Community Development Analyst Economic Development Division 555 Santa Clara Street Vallejo, CA 94590 707-649-3510 707-648-4499

The Consultant's Representative for this Agreement is:

Charles Eason Director Solano College SBDC 360 Campus Lane, Ste. 102 Fairfield, CA 94534 707-864-3382 707-864-8025

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

EXHIBIT B

COMPENSATION

1. Consultant's Compensation.

- A. <u>Services</u>: City agrees to pay Consultant for those services set forth in Exhibit A of this Agreement in a total sum of Twelve Thousand Dollars (\$12,000) in two payments of Six Thousand Dollars (\$6,000) each as set forth in Attachment 1 of Exhibit A.
- B. Request for payment shall be sent to:

Annette Taylor Senior Community Development Analyst] Economic Development Division 555 Santa Clara Street Vallejo CA 94590

5. Accounting Records of Consultant.

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

7. Taxpayer Identification Number. Consultant shall provide City with an IRS

Consultant and Professional Services Agreement

Page 1 of 1

(Rev. 11-08)

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Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

A. <u>Minimum Scope of Insurance</u>

Coverage shall be at least as broad as:

- Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

B. <u>Minimum Limits of Insurance</u>

Consultant shall maintain limits no less than:

- 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
- 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to

California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per claim, and annual aggregate.

C. <u>Deductible and Self-Insured Retention</u>

Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
- 2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

- 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

E. Acceptability of Insurers

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

F. <u>Verification of Coverage</u>

Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City's Risk Manager:

City of Vallejo Attn.: Risk Manager 555 Santa Clara Street Vallejo, CA 94590

G. <u>Subcontractors</u>

Consultant shall include all subcontractors as insureds under its policies or

shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Payment Withhold

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.

Attachment 1 to Exhibit A

To

Service Agreement between the City of Vallejo and the Solano College Small Business Development Center

Scope of Services

OBLIGATION OF GRANTEE

CONSULTANT agrees to provide the following to CITY:

A. <u>Collaborate with Existing Business Assistance Programs and Economic Development Entities</u>

CONSULTANT will coordinate and collaborate with other business and economic development entities throughout the Solano/Napa region such as the Vallejo Business Alliance (Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Solano Black Chamber, and Filipino American Chamber), Vallejo Main Street, Central Core Restoration Corporation, and local business associations. The Center will coordinate activities, market programs and services, and participate in joint events such as the annual Vallejo Business Alliance Business Expo and Business Mixer..

B. Vallejo-based technical assistance

At least six hours of technical assistance (e.g., business planning, operations, accounting, financing, marketing, and other small business development issues) per week will be available to Vallejo small businesses. This assistance will include follow-up with clients to determine progress of business development.

C. Cooperative Marketing Program

CONSULTANT will be responsible for coordinating and implementing marketing outreach activities. Activities will include:

Publishing an insert in the City of Vallejo Quarterly Business Newsletter. The insert will contain information on resources available to the business community and a calendar of events classes, and seminars.

Flyers/Postcards/Other. The Center proposes to utilize flyers, postcard mailings, and other outreach methods to further promote and communicate resource information to the Vallejo business community. Flyers and/or postcards will be mailed to announce upcoming events, such as the Lenders Fairs, as well as availability of one-on-one counseling services and other offerings.

Presentations to Business Groups. The Center will make at least one presentation to the Vallejo Chamber of Commerce, Solano Hispanic Chamber of Commerce, Filipino American Chamber of Commerce of Solano County, and Solano County Black Chamber of Commerce explaining CONSULTANT'S services and increased presence in Vallejo. These presentations will be a part of a comprehensive marketing program to advertise

CONSULTANT'S services to Vallejo businesses.

CITY will conduct one mailing to targeted Vallejo businesses to advertise services of CONSULTANT.

CONSULTANT will market State Ioan guarantee programs, Small Business Administration (SBA) Ioan guarantee programs, and micro-Ioan programs to businesses in Vallejo.

E. Workshops/Training Programs

CONSULTANT will conduct the following entrepreneurial training programs:

Lenders Fair. The event will take place during the Fall of 2010. The event will consist of an "Access to Capital" workshop featuring a panel ofgovernment and private lending institution representatives who will present information on various loan programs and an exhibit hall where attendees can speak with the lenders one-on-one. The Center will work with the Vallejo Business Alliance to promote the event to small business owners in Vallejo.

Seminars/Workshops. The Center plans to conduct a variety of seminars and workshops designed to assist regional businesses in market diversification and strengthening their competitive position. Proposed topics include:

Starting and Managing a Business
Business Planning
Small Business Financial Management
Small Business Financing
Marketing
Retaining and Motivating Employees
Selling to the Government
Customer Service
E-Commerce
Public Relations
Basic Bookkeeping/Record Keeping
Computerized Accounting

A series of no less than six seminars focusing on small business issues will be conducted by CONSULTANT in Vallejo during the fiscal year. CONSULTANT shall market these programs to local business organizations.

F. Progress Reports

Progress reports describing the status of technical assistance provided to Vallejo clients will be sent to the CITY as follows:

- 1. For the period between July 1, 2009 December 31, 2009. Report due to CITY by February 15, 2009.
- 2. For the period between January 1, 2010 June 30, 2010. Report due to CITY by August 15, 2010.

The following listings shall also be included in the progress reports:

Number and type of business seminars conducted for the period.

Number of business seminar attendees for the period.

Number of businesses receiving one-on-one counseling (technical assistance).

Number of hours of one-on-one counseling (technical assistance provided).

Breakdown of the type of technical assistance provided for the period.

Number of inquiries (information requests) received from Vallejo Businesses.

Summary of economic impact resulting from technical assistance services.

Description of presentations to business groups.

The Center will also provide progress report presentations to the Vallejo City Council as needed.

J:\AT\Contract Agreements\SCSBDC Service Agreement 2008-09 ScopeExhibitA.doc

AGENDA ITEM 10.(g)
MEETING DATE October 20, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

AMENDMENT TO CHILDREN'S PROGRAMS

CONTRACT CCAP - 9088

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

This agreement with the state of California, dated July 1, 2009, designated as number CCAP- 9088, Infant Toddler Resource, Project Number 48-7055-00-9, shall be funded from July 1, 2009 until June 30, 2011, at a maximum reimbursable amount of \$6,949.00, and shall be amended by deleting reference to \$6,949.00 and inserting \$8,171.00.

Additional funding through the American Recovery and Reinvestment Act has resulted in an increase to this contract approved by the Board July 21, 2010.

A copy of the Agreement is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Children's Programs.

| | 1036 Estimated Fiscal Impact: \$8,171.00 rican Recovery and Reinvestment Act Grant |
|--|--|
| SUPERINTENDENT'S RECOMMENDATION: | ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE |
| Christie Speck, Director Children's Programs | |
| PRESENTER'S NAME | Maria Com |
| 4000 Suisun Valley Road Fairfield, CA 94534 | The state of the s |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. Superintendent-President |
| (707) 864-7183 | 1 |
| TELEPHONE NUMBER | |
| Academic and Student Affairs | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |
| October 8, 2010 | SOI EMITTEMPENT-PRESIDENT |
| DATE SUBMITTED TO | |



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 09-10 thru 10-11

Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

ARRA Funding

Increase

DATE: July 01, 2010

CONTRACT NUMBER: CCAP-9088 PROGRAM TYPE: INFANT TODDLER

RESOURCE

PROJECT NUMBER: 48-7055-00-9

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2009 designated as number CCAP-9088, shall be amended in the following particulars but no others:

This agreement shall be amended by adding Attachment A, "American Recovery and Reinvestment Act (ARRA) of 2009 Reporting Requirements", and Attachment B, "Supplemental Terms and Conditions for Contracts Using ARRA Funds", which are attached hereto and by this reference incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$6,949.00 and inserting \$8,171.00 in place thereof.

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

| STATE | OF CALIFORNIA | | | CON | TRACTO | D | | * |
|---|--|-------------------|--------------------------|--------------------|---------|------------|-------|---------------------------------------|
| BY (AUTHORIZED SIGNATURE) | | | BY (AUTHORIZED | SIGNATURE) | TIMOTO | N. | | · |
| PRINTED NAME OF PERSON SIGNING Margie Burke, Manager | | | PRINTED NAME A JOWE 1 C. | NO TITLE OF PERSON | SIGNING | <u> </u> | | · · · · · · · · · · · · · · · · · · · |
| Contracts, Purchasing 8 | Conf Svcs | | ADDRESS | our Valle | PH.D, | Superinten | dent- | Preside |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,222 | PROGRAM/CATEGORY (CODE AND T Child Development Prog | rnte) rams | FUND TITLE | sun varrey | 44 | Fairfield | | 94534 |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT | (OPTIONAL USE) See Attached | | | | | | | ; |
| \$ 6,949 TOTAL AMOUNT ENCUMBERED TO | See Attached | CHAPTER | STATUTE | FISCAL YEAR | | | ٠. | |
| BATE \$ 8,171 | OBJECT OF EXPENDITURE (CODE AN | | | | | | | i |
| hereby carlify upon my own personal know urpose of the expenditure stated above. | | or the period and | T.B.A. NO. | B.R. NO. | | • | | : |
| SIGNATURE OF ACCOUNTING OFFICER See Attached | | | DATE | | | | | 43 |

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCAP-9088

Amendment 01

| AMOUNT ENCUMBERED BY THIS DOCUMEN \$ 0 | PROGRAM/CATEGORY (CODE Child Development | Programs | | FUND TITLE Federal | |
|--|---|--------------------------------------|--------------|-----------------------|--------------------------|
| PRIOR AMOUNT ENCUMBERED \$ 6,949 | (OPTIONAL USE)0656 14867-7055 | FC# 93.575 | | PC# 000172 | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,949 | ITEM 30.10.020.901 6110-196-0890 | | CHAPTER 1 | STATUTE 2009 | FISCAL YEAR 2009-2010 |
| | OBJECT OF EXPENDITURE (CO 702 S | DDE AND TITLE) ACS: Res-5035 Rev- | 8290 | | 2003-2010 |
| AMOUNT ENCUMBERED BY THIS DOCUMENT 5 1,222 | PROGRAM/CATEGORY (CODE Child Development I | | | FUND TITLE Federal | |
| PRIOR AMOUNT ENCUMBERED | (OPTIONAL USE)0656 | FC# 93.713 | <u> </u> | PC# 000344 | |

| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,222 | PROGRAM/CATEGORY (CO Child Developme | | | FUND TITLE Federal | , |
|---|---|---|----------------|-----------------------|--------------------------|
| PRIOR AMOUNT ENCUMBERED O | (OPTIONAL USE)0656 15011-7055 | FC# 93.713 | | PC# 000344 | |
| 1,222 | ітем 30.10.020.901 6110-198-0890 | | CHAPTER B/A | STATUTE 2010 | FISCAL YEAR 2010-2011 |
| | OBJECT OF EXPENDITURE (| (CODE AND TITLE) SACS: Res-5037 Rev- | 8290 | | 2010-2011 |

| AGENDA ITEM | 10.(h) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RENEWAL OF 2010-2011 LOCAL AGREEMENT FOR

CHILD DEVELOPMENT TRAINING CONSORTIUM

10-11-2502

REQUESTED ACTION:

APPROVAL

SUMMARY:

The Yosemite Community College District, Child Development Training Consortium, has approved a local agreement for tuition honorariums and a textbook loan program for Early Childhood Education classes at Solano Community College. The maximum reimbursable amount awarded to the District is \$13,750. The District will reimburse students the tuition fee for courses completed with a "C" or above, excluding P.E., or work experience classes that are not child development related.

Sabrina Drake will serve as coordinator for this project.

A copy of the agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of the Children's Programs.

Approval of this agreement is requested at this time.

| Government Code: N/A Board Policy: N/A Required by the California Commission on Teac currently held Child Development Permit. | Estimated Fiscal Impact \$13,750 Grant Funded her Credentialing to obtain a new or renew a |
|--|---|
| SUPERINTENDENT'S RECOMMENDATION: | |
| Sabrina Drake, Assistant Director Children's Programs | |
| PRESENTER'S NAME | South |
| 4000 Suisun Valley Road Fairfield, CA 94534 | They . |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. |
| 707-864-7000 ext 4639 | Superintendent-President |
| TELEPHONE NUMBER | |
| Academic & Student Affairs | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |
| October 8, 2010 | OUI EMINIEMBENT-I RESIDENT |

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

CHILD DEVELOPMENT TRAINING CONSORTIUM 2010-2011 INSTRUCTIONAL AGREEMENT AGREEMENT NUMBER 10-11 - 2502

This Agreement is made and entered into this 1st day of September, 2010, by and between the Yosemite Community College District, Child Development Training Consortium, hereafter called the YCCD/CDTC, and Solano Community College District for Solano Community College, hereafter called the CONTRACTOR.

WITNESSETH: That the CONTRACTOR for and in consideration of the covenants, conditions, agreements, and stipulations of the YCCD/CDTC hereinafter expressed, does hereby agree to furnish to the YCCD/CDTC services as follows:

1. STATEMENT OF WORK

A. The CONTRACTOR will designate a Campus Coordinator. The Campus Coordinator will be responsible to prepare and submit all required reports; coordinate all Cansortium activities; attend two (2) mandatory YCCD/CDTC sponsored meetings at YCCD/CDTC expense; and inform child development/early childhood education department of program requirements and components specific to campus Child Development Training Consortium.

Effective September 2010, the designated Campus Coordinator is preferably either full-time or adjunct faculty, department chair, or director of the campus child development lab center/children's center. If the current Campus Coordinator does not meet these recommendations, they are permitted to continue in the position and new requirements will be applicable upon designation of a new Campus Coordinator. Since the requirement of faculty is preferred, but not required, exceptions will be considered by YCCD/CDTC on an individual basis.

The Campus Coordinator must be located on campus with regularly scheduled office hours; thereby being accessible to students enrolled in the program. The YCCD/CDTC must be notified in writing within fifteen (15) calendar days of any change in Campus Coordinator status.

- B. The CONTRACTOR will generate up to <u>550 units</u> of college credit by enrolling students in courses required by the California Commission on Teacher Credentialing to obtain a new or renew a currently held Child Development Permit. Enrolled units must be <u>completed</u> between July 1, 2010, and June 30, 2011. Physical education courses and general work experience courses are excluded. Child development work experience and remedial courses are included.
- C. The CONTRACTOR will make good faith efforts to recruit and employ qualified faculty who reflect the ethnic makeup of the student population.
- D. The CONTRACTOR will provide appropriate community college courses, which:
 - Meet the requirements of the Child Development Permit Matrix (included in this Agreement as Appendix A) and/or child care licensing regulations.

- 2. Are degree or certificate applicable.
- Are offered for credit with the possible exception of remedial courses.
- 4. Are transferable whenever possible.
- 5. Are available to family child care providers and employees of child care/development programs serving infants through school-age children.
- 6. Are responsive to local community needs.
- E. The CONTRACTOR will enroll students who meet the YCCD/CDTC eligibility criteria, numbered 1 through 5 below. Student eligibility must be verified each semester/term using the Participant Profile.
 - Student must be seeking a new or maintaining a currently held Child Development Permit, <u>AND</u>
 - 2. At the time of enrollment, the student must be employed by a child care/development program including licensed family child care and out-of-school care. Center-based programs must be licensed or eligible for an exemption according to Department of Social Services (DSS) regulations. Licensed exempt centers are limited to the following: on school site, parents on site, military, tribal, employment agency, parks and recreation, adult ed/child care, home based program and before/after school program. Employment in a kindergarten classroom is also acceptable, AND
 - 3. Student employment must directly benefit children and/or families. The employment experience must be acceptable to the California Commission on Teacher Credentialing for purposes of obtaining a Child Development Permit, even if experience is not required for the permit, AND
 - 4. Student must work in the state of California.
 - 5. In-home care providers (nannies) are not eligible. Unlicensed, exempt, in-home child care providers are not eligible.
- F. The CONTRACTOR will enroll eligible students according to the following three priorities:

California Department of Education, Child Development Division (CDE/CDD) Priorities for Enrollment:

Priority 1 Employees of all direct-funded CDE/CDD programs including center-based programs and family child care network programs or center-based programs with satellite family child care providers. This also includes co-located Head Start Programs.

- Priority 2 Employees of any program, center-based or licensed family child care homes, that serve children on a voucher basis for Alternative Payment services.
- Priority 3 Employees of all other programs including center-based and licensed family child care homes.

Within each priority group listed above, priority will be given to students fulfilling the requirements for an Assistant or Associate Teacher or Teacher Child Development Permit.

Local Priorities for Enrollment

The local YCCD/CDTC Advisory Committee may establish additional priorities. However, the CDE/CDD priorities listed above must be met before local priorities can be implemented. Local priorities are encouraged to meet local needs within the context of the CDE/CDD priorities.

- G. The CONTRACTOR will establish a new or use an existing Advisory Committee to solicit input on local needs, courses to be offered and approve the student eligibility and payment policies.
 - 1. The Advisory Committee will make a good faith effort to represent the local child care labor market by including the following program representatives: the Campus Coordinator; one community college child development instructor, one CEC Mentor Coordinator, one CDC WORKs (TANF-CDC) Program Facilitator, one CDC WORKs (TANF-CDC) CalWORKs Liaison, one family child care provider; one representative of a child care program funded by the California Department of Education, Child Development Division (CDE/CDD); one representative of a private-for-profit child care program; one representative of a private-non-profit child care program; one representative of the local Resource and Referral program; one college student majoring in child development; one representative from the Local Child Care and Development Planning Council; and one representative from the county-level Children and Families Commission, and one representative from the local CARES and/or AB212 programs.
 - 2. The Advisory Committee will meet a minimum of once each semester/term.
 - 3. Both meetings must be properly documented with agendas and minutes, which must be submitted by specified due dates.
- H. The CONTRACTOR will complete an annual needs study of the local service area to determine the greatest needs of individuals seeking new or maintaining currently held Child Development Permits. Information collected should include:
 - Description of eligible students to be served
 - Special circumstances or unique challenges and characteristics of eligible students

- 3. Description of agencies/programs that will benefit
- 4. Area strengths
- 5. Area needs
- 6. Description of most needed courses including topics, times, locations and preferred language of instruction.
- The CONTRACTOR will provide student grade documentation to YCCD/CDTC upon request for audit purposes.
- J. The CONTRACTOR will ensure that all required reports and documents are submitted to YCCD/CDTC by the due dates specified. Report titles and due dates are included in this Agreement as Appendix B 20 10-2011 Required Reports and Time Lines. All reports should be submitted to the Child Development Training Consortium, 1620 North Carpenter Road, Suite C-16, Modesto, CA 95351.
- K. The CONTRACTOR will ensure that no full-time equivalent (FTE) will be collected for courses that are funded with YCCD/CDTC funds.
- L. The CONTRACTOR will ensure collaboration (if applicable) with CEC Mentor Coordinator, CDC WORKs (TANF-CDC) Program Facilitator and CDC WORKs (TANF-CDC) CalWORKs liaison two times per semester. This collaboration will include sharing program services and promote integration of services for student success.

II. PERIOD OF PERFORMANCE

The term of this Agreement shall be from September 1, 2010, to and including June 30, 2011. Enrolled units must be <u>completed</u> between July 1, 2010, and June 30, 2011. All allowable expenditures must be encumbered and/or the services rendered prior to June 30, 2011.

III. BUDGET AND ALLOWABLE EXPENSES

- A. By October 15, 2010, a 2010-2011 budget based on the funding authorized in this Agreement must be posted online with the YCCD/CDTC. A YCCD/CDTC supplied format must be used.
- B. The CONTRACTOR will submit a revised budget to the YCCD/CDTC for approval due to the following two circumstances:
 - 1. When planned expenditures in any of the major expense categories (direct services, support services, or administration) exceed the approved budget by more than ten percent (10%).
 - 2. And when planned expenditures in any of the **line items** exceed the approved budget by more than twenty-five (25)%.
- C. The CONTRACTOR will administer the program budget in accordance with YCCD/CDTC budget development guidelines available in the Campus Coordinator Handbook on page 42. The CONTRACTOR will ensure that all program expenditures are reasonable, necessary, and allowable.

- D. The CONTRACTOR will not exceed approved California Department of Education travel reimbursement rates for travel charged to this program.
- E. The CONTRACTOR will not expend YCCD/CDTC funds on food, equipment, donations, or gifts. Equipment is defined as a fixed asset that does not lose its identity when removed from its location and is not changed materially or consumed immediately (typically, within a year) by use. Equipment has relatively permanent value and its purchase increases the value of the physical property such as furniture, vehicles, machinery, computers and furnishings that are not integral parts of the building or the building system.
- F. If the CONTRACTOR demonstrates a consistent pattern of under-generating its contracted number of units, the number of contracted units may be reduced in subsequent years.

IV. PAYMENT FOR SERVICES

- A. In consideration of the performance of the foregoing in a satisfactory manner, the YCCD/CDTC agrees to pay the CONTRACTOR an amount not to exceed \$13,750.00. The amount of total payments to the CONTRACTOR will be the lesser of program earnings, the amount authorized by this Agreement, or actual expenditures. Any over-payments of more than \$100.00 made by YCCD/CDTC to the CONTRACTOR must be refunded to YCCD/CDTC by June 30, 2011. Checks should be made payable to YCCD.
- B. The CONTRACTOR will be paid \$25.00 per enrolled unit of course work, which meets requirements of the Child Development Permit Matrix and/or child care licensing regulations to the maximum stated in Paragraph IB. Units for physical education and general work experience classes are excluded. Units for remedial courses and child development work experience are included.
- C. YCCD/CDTC will issue progress payments to CONTRACTOR upon receipt of properly completed documentation including an original 2010-2011 Participant Profile for each enrolled student for each semester/term.
- D. YCCD/CDTC will withhold any payment until all required documentation has been received to substantiate enrolled units.
- E. YCCD/CDTC will make final payment to CONTRACTOR upon satisfactory completion of services as described herein. The final expenditure report is due no later than June 30, 2011. A Budget Narrative Form will be required as an addendum to the Final Expenditure Report.

V. RETENTION OF RECORDS AND AUDITS

The CONTRACTOR will retain all programmatic and fiscal records for a minimum of five (5) full years from the date of final payment under this Agreement. The CONTRACTOR will make these records available to YCCD/CDTC upon request for audit purposes during the progress of the work and for five (5) years following final payment. The federal audit number for this project is 93.575042.

VI. CONTRACT AMENDMENTS

This Agreement may be amended with mutual written consent of both parties and the approval of the California Department of Education, Child Development Division.

VII. 30 DAY TERMINATION NOTICE

It is mutually agreed that either party may terminate this Agreement by giving thirty (30) calendar days advance written notice.

VIII. FUND AVAILABILITY

Funding of this Agreement is contingent upon appropriation and availability of funds from the California Department of Education, Child Development Division. The YCCD/CDTC is funded with federal Child Care and Development Quality Improvement funds.

IX. NONDISCRIMINATION CLAUSE

- A. During the performance of this Agreement, CONTRACTOR will not unlawfully discriminate, harass, or allow harassment against any employee or student because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), sexual orientation, or marital status. CONTRACTOR will ensure that the evaluation and treatment of employees and student participants are free from such discrimination and harassment.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated there under.
- C. By signing this Agreement, the CONTRACTOR ensures that it will comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability.

X. INDEPENDENT CONTRACTORS

It is understood that this is an Agreement by and between independent contractors and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture.

XI. HOLD HARMLESS CLAUSE

Both the CONTRACTOR and YCCD/CDTC agree to hold harmless, defend, and indemnify the other party, and the officers, employees, boards, volunteers, and agents of the other party from and against any and all losses, claims or expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the parties to this Agreement or the activities of either party's boards, officers, agents, employees, or volunteers. The provisions of this indemnity agreement do not, however, apply to any damages or losses caused by the negligence of the other party or any of its officers, employees, boards, volunteers, or agents.

XII. **ACKNOWLEDGMENT**

The CONTRACTOR will acknowledge the support of the YCCD/CDTC when publicizing the work performed under this Agreement. Materials developed with funds from this Agreement shall contain an acknowledgment of the use of federal Child Care and Development Quality Improvement funds received from the California Department of Education, Child Development Division.

XIII. DRUG-FREE WORKPLACE

The CONTRACTOR certifies compliance with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace.

IX. NON-PERFORMANCE OF TERMS OF INSTRUCTIONAL AGREEMENT

If the CONTRACTOR fails to fulfill the terms of this Instructional Agreement, the CONTRACTOR will be placed on informal probation for the period of one year. If the CONTRACTOR fails to fulfill the terms of the Instruction Agreement while on informal probation, a Probationary Instructional Agreement will be issued in the second year. If the CONTRACTOR fails to fulfill the terms of the Probationary Instructional Agreement. no further Instructional Agreements will be issued to CONTRACTOR.

AGREED TO BY:

| CONTRACTOR Authorizing Signature: | |
|-----------------------------------|----------------------------|
| Printed Name of Person Signing: | Jowel C. Laguerre, Ph.D. |
| Title of Person Signing: | Superintendent - President |
| Date: | |

| Authorizing Signature: | |
|---|--|
| Printed Name of Person Signing: | Teresa Scott |
| Title of Person Signing: | Executive Vice Chancellor/Fiscal Services, YCCD |
| Date: | |
| Affachments for reference: Append Append | ix A - Child Development Permit Matrix ix B – 2010-2011 Required Reports and Time Lines |
| Return <u>two</u> I nstructional Agreement: Patty Scroggins, Child 1620 North Carpenter For questions, call (20 | Development Training Consortium Road, Suite C-16, Modesto, CA 95351 |

| | | | | · · · · · · · · · · · · · · · · · · · |
|--------------------|------------|-------------|------------|---------------------------------------|
| For CDTC Use Only: | Date Rcvd: | To D.O: | From D.O.: | TO CONTRACTOR: |

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Appendix A

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|------------------------|--------------------------------------|----------------------------------|--|---|----------------------------|
| Permit | Education Requirement | Experience | Alternative | | |
| Little | (Option 1 for all permits) | Requirement | Qualifications | Authorization | Five Year Renewal |
| A = 2 = 4 | | (Applies to Option 1 Only) | (with option-numbers indicated) | | |
| Assistant (Onforoll | Childhood Education (ECE) | None | Option 2: Accredited HERO program | Authorizes the holder to care for and application than | 400 1-21 |
| (mindel | Child Development (CD) | | (including ROP) | development and instruction of children in a child care | growth**** |
| | | | | and development program under the supervision of an Associate Teacher, Teacher. Master Teacher. Ste | |
| Associate | Option 1:12 units ECE/CD | 50 days of 34 hours on | | Supervisor or Program Director, | |
| Teacher | including core courses** | day within 2 years | Opiron 2: Child Development Associate (CDA) | Authorizes the holder to provide service in the care, | Must complete 15 |
| | | | | development, and instruction of children in a child care and development program, and si menyes an Assistant | additional units toward a |
| | | | | and an aide, | neet Teacher |
| | | | | | requirements within 10 |
| Feacher | Option 1:24 units ECE/CD | 175 days of 3+ hours per | Option 2: AA or higher in ECEICT) or related fold with | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | years. |
| | including.core courses** | day within 4 years | | | 105 hours of professional. |
| | Dius 16 General Education | - | | acyclopholes is a sissification of children in a child care | growth**** |
| | (GE) units* | | | Accorbig Teacher Accident and Supervise an | |
| Waster | Option 1:24 units ECE/CD | 350 days of 3+ hours per | Option 2: BA or higher (does not have to be in | Associate Todo lei, Assistant and an alde, | |
| eacher | including one courses** | day within 4 years | ECE(CD) with 12 units of ECE(CD, plus 3 units | Authorizes the holder to provide service in the care, | 105 hours of professional |
| | plus 16 GE units" | | supervised field experience in ECE/CD setting | covercipitive in and instruction of children in a child care. | grow(h**** |
| | DIUS o specialization units | | | Associate Teacher, Associated and Supervise a Teacher, | |
| | Sing & adult Supervision This | | | of the second control of the permit | |
| , 12 | | | | aso administres the holder to serve as a coordinator of | |
| Supervices | Uppon 1: AA (or 60 units) | 350 days of 3+ hours per | Option 2: BA or higher (does not have to be in | Authorizes the holderte generalise authorizes the | |
| Ouper visor | wild hindudes; | day within 4 years | ECE/CD) with 12 units of ECE/CD, plus 3 units | development the council to supervise a child care and | 105 hours of professional |
| | • 24 EUE/CU Units with core | Including at least 100 days | supervised field experience in ECE/CD setting; or | development program operating at a single site; | growth**** |
| | | of supervising adults | Option 3: Admin, credential *** with 12 units of | instruction of children in a child and | |
| | plus o acuministration units | | <u>2</u> , | Diogram: and serve as a coordinate of a thing the con- | |
| | אווופ ע ממעור פתוחפו עופונו | - | • | staff development. | |
| | • | | Option 4: Teaching credential**** with 12 units of | • | - |
| | | | ECE/CD, plus 3 units supervised field experience in | t _e | |
| Program | Option 1: BA or higher (does | One year of Site | Cotton 2. Admin and all water it | | |
| Director | not have to be in ECE/CD) | Supervisor experience | Alog Poopulation | Authorizes the holder to supervise a child care and | 105 hours of professional |
| | including: | • | | development program operating in a single site or | growth***** |
| | 24 ECE/CD units with core | | with 10 project | development and installed | |
| | courses | | . <u>.</u> | and development program: and seeks of constitution | |
| | DIUS o administration units | | _ | of curriculum and staff development | |
| _ | silun uoisiAedos inne y said | | Option 4: Master's Degree in ECE/CD or | | |
| | | | Chia/Human Development | | |
| NOTE: All unit rev | quirements listed above are semester | units. All course work must be o | NOTE: All unit requirements listed above are semester units. All course work must be completed with a grade of C or better from a regionally accredited college. Spanish fransfathon | dited college. Snanish transferton is available | |

*One course in each of four general education categories, which are degree applicable: English's Indiana Aris, Math or Science; Social Sciences; Humanities and/or Five Aris.

*Core courses Include childfruman growth & development, childframily/community or child and family relations; and programs/curriculum. You must have a minimum of three semester units or four quarter units in each of the core areas. ***A valid Muliple Subject or a Single Subject in Home Economics,

*****Professional growth froum must be completed under the guidance of a Professional Growth Advisor. Call (209) 572-6080 for assistance in locating an advisor.

This matrix was prepared by the Child Development Training Consordium. To obtain a permit application visit our website at www.childdeveloument.org or call (209) 572-6080.

53

Appendix B

Child Development Training Consortium 2010-2011 Required Reports and Time Lines

| Report/Documentation | Due Dafe | |
|---|--|------------------------------------|
| Instructional Agreement | As soon as possible | |
| Professional Growth Advisor Project Training/Networking Documentation Transmittal and Invoice Sheet | Within two weeks following training/networking session | |
| Participant Profiles and Transmittal Summary and Detail Sheets | Summer/Fall'10 Term: Winter/Spring '11 Term: | October 15, 2010 March 18, 2011 |
| Student Evaluations (Composite generated online) | Summer/Fall '10 Term: Winter/Spring '11 Term: | February 18, 2011 June 30, 2011 |
| 2010-2011 Program Budget (submit online) | October 15, 2010 | |
| Student Eligibility and Payment Policies | December 10, 2010 | : |
| Advisory Committee Meeting Documents | Fall '10 Term Spring '11 Term | February 18, 2011 June 30, 2011 |
| Coordinator Invoice | Summer/Fall '10 Term: Winter/Spring '11 Term: | February 18, 2011 June 1, 2011 |
| Child Development Instructional Staff Profiles and Master List | March 18, 2011 | |
| Course Offering Matrix of Child Development and CDTC Funded Courses | March 18, 2011 | |
| 2011-2012 Designation of Campus Coordinator and Agreement Specifications | June 15, 2011 | |
| Year-End Report Narrative | June 30, 2011 | |
| Final Expenditure Report (submit online) / Final Expenditure Narrative (submit hardcopy) | June 30, 2011 | |

October 20, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL AGREEMENT BETWEEN MEYER CORPORATION AND DISTRICT TO PROVIDE

EDUCATIONAL SERVICES

REQUESTED ACTION:

APPROVAL

SUMMARY:

An agreement between Solano Community College District and the Meyer Corporation for special educational services is being presented to the Governing Board for approval.

The District will provide Business Writing training for twenty (20) employees. The training includes thirty (30) hours of instruction. The class is scheduled to start in spring 2010, at dates and times determined by the Meyer Corporation. Students who successfully complete the class will be awarded a certificate of success. The training will be delivered at the Meyer Corporation Fairfield Plant, 2001 Meyer Way.

Meyer Corporation will compensate the District \$8,500.00 for all educational services rendered. The cost is inclusive for all instruction and teaching/training materials, except for textbooks, which will be purchased by the District and billed separately.

Copies of the agreement are available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development and Contract Education.

Approval of this agreement is requested at this time.

| Government Codé: 78021 Board Policy: 3520 | Estimated Fiscal Impact: \$ 8,500.00 Revenue |
|--|--|
| SUPERINTENDENT'S RECOMMENDATION: | |
| Deborah Mann, Program Developer | • |
| Workforce and Economic Development | |
| Contract Education | |
| PRESENTER'S NAME | Market) |
| 4000 Suisun Valley Road Fairfield, CA 94534 | Mary. |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. |
| 707-864-7195 | Superintendent-President |
| TELEPHONE NUMBER | . · · • |
| Academic and Student Affairs | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY |
| October 8, 2010 | SUPERINTENDENT-PRESIDENT |

55

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District" and MEYER CORPORATION, ONE MEYER PLAZA, VALLEJO, CA 94590, hereinafter referred to as "Meyer Corporation."

WHEREAS, Meyer Corporation desires to engage the District to render special educational services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Business Writing training for 20 employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 30 hours of training. Training will take place in Spring 2011, at dates and times as determined by Meyer Corporation. Training will be delivered on-site at the Meyer Corporation Fairfield plant, 2001 Meyer Way. Each employee will receive four texts. These are: Expressions: An Introduction to Writing, Reading and Critical Thinking, Reading Drills: Advanced, a dictionary, and a thesaurus. The text costs will be billed to Meyer Corporation in a separate invoice. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. Meyer Corporation will identify all employees who will participate in training.
- D. Meyer Corporation will compensate the District for all services rendered and expenses at a rate of eight thousand five hundred dollars and no cents (\$8,500.00.) The cost is inclusive for all instruction and teaching/ training materials, except for textbooks, which will be purchased by the District and billed separately.
- E. Payments by Meyer Corporation to the District will be due upon receipt of invoice. An invoice will be generated when the training is 50% completed.
- F. IT IS MUTUALLY UNDERSTOOD that Meyer Corporation and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Meyer Corporation and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Meyer Corporation, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Meyer Corporation. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this

Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

| Tina Manriquez Human Resource Manager Meyer Corporation Vallejo, CA | Jowel C. Laguerre, Ph.D. Superintendent/President Solano Community College Fairfield, CA |
|---|--|
| Date | Date |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RENEWAL EDUCATION AND TRAINING PROGRAM

FOR THE TRAVIS FIREFIGHTERS

REQUESTED ACTION: APPROVAL

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

SUMMARY:

Solano Community College District Contract Education will provide an EMT Basic course for Travis Firefighters. This item is being presented to the Governing Board for information.

The District will provide one hundred and sixty-five (165) hours of instruction/training leading to EMT Certification for up to fifteen (15) Travis Firefighters. Training will be held at Travis Air Force Base from November 3, through December 20, 2010.

Students/Firefights will use their Air Force Tuition Assistance to individually pay for their instruction. Each student will compensate the District for all educational services, rendered at a flat rate of \$2,500.00 per student, for a total of up to \$37,500.00. The fee includes program development, coordination, instruction, books and materials, evaluation, and Certificates of Completion.

| Government Code: 78021 Board Policy: 3520 | Estimated Fiscal Impact: \$37,500.00 Revenue |
|---|---|
| SUPERINTENDENT'S RECOMMENDATION: | |
| Deborah Mann, Program Developer Workforce Economic Development Contract Education | |
| PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 | A Little |
| ADDRESS 707-864-7195 | JOWEL C. LAGUERRE, Ph.D. Superintendent-President |
| TELEPHONE NUMBER | |
| Academic and Student Affairs | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY |
| October 8, 2010 | SUPERINTENDENT-PRESIDENT |

| AGENDA ITEM | 12.(a) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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|---|------|
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Members of the Governing Board

SUBJECT:

MEASURE G CITIZENS' BOND OVERSIGHT COMMITTEE 2008-2009 FINANCIAL AND

PERFORMANCE AUDIT REPORT

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

ACCEPTANCE

SUMMARY:

The Measure G Citizens' Bond Oversight Committee (CBOC) is required to annually report to the Board that the District is in compliance with the accountability requirements of Proposition 39 and present a summary of the committee's proceedings and activities from the preceding year. In accordance with Proposition 39 and the CBOC Bylaws, the presentation of the CBOC Annual Report was presented by Jesse Branch, Chairperson, at the July 21, 2010, regular Board meeting.

At this meeting, the Measure G 2008-09 Financial and Performance Audit Report will be presented for acceptance.

Tina Treis, Partner, with Perry Smith LLP, will present the Measure G 2008-09 financial and performance audit report.

| Government Code: ECS 15264 Board P | olicy: 3390 Estimated Fiscal Impact. \$ N/A |
|---|--|
| SUPERINTENDENT'S RECOMMENDATION: | |
| Roy V. Stutzman, Consultant | |
| Finance & Administration | 1 |
| PRESENTER'S NAME | The state of the s |
| 4000 Suisun Valley Road | The Action |
| Fairfield, CA 94534 | |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. |
| | Superintendent-President |
| 707-864-7209 | r |
| TELEPHONE NUMBER | - - |
| Finance & Administration | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY |
| | SUPERINTENDENT-PRESIDENT |
| October 8, 2010 | |
| DATE SUBMITTED TO | - |





INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Board of Trustees and Citizens' Bond Oversight Committee for Measure G Solano Community College District Fairfield, California

We have performed the procedures enumerated in Attachment II, which were agreed to by Solano Community College District (the "District") and the Citizens' Bond Oversight Committee for Measure G (the "Committee"), solely to assist the Committee in evaluating District management's assertions concerning activity related to bond funds through June 30, 2009 as detailed in Attachments IV and V. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the District and the Committee. Consequently, we make no representation regarding the sufficiency of the procedures described in Attachment II either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and conclusions reached as a result of these procedures are identified in Attachment II. Attachments I and III provide background information on the Measure G General Obligation Bond issuance.

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on management's assertions. Accordingly, we do not express such an opinion. Had we performed other procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of Solano Community College District and the Citizens' Bond Oversight Committee for Measure G and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

Peny-Smith CCP

August 2, 2010

SOLANO COMMUNITY COLLEGE DISTRICT BACKGROUND INFORMATION

LEGISLATIVE HISTORY

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities", upon approval by 55% of the electorate.

SOLANO COMMUNITY COLLEGE DISTRICT MEASURE G GENERAL OBLIGATION BONDS

On November 5, 2002, the electorate of the Solano Community College District approved the \$124.5 million Measure G general obligation bonds with greater than 55% of the votes in favor. The purpose of the bonds as included in the ballot was as follows:

"To upgrade 30 year-old classrooms, science labs, libraries, electrical wiring, technology, heating/ventilation systems and lighting for student safety; replacement of portable classrooms; upgrade/repair/acquire/construct/equip science labs, facilities, classrooms and sites; expand/establish facilities in Vacaville/Vallejo; prepare Solano College students for jobs/four-year colleges, shall Solano Community College District issue \$124.5 million of bonds at legal rates, appoint Citizens Oversight Committee, and perform annual audits to ensure the legal/proper use of all funds?"

The projects identified in the ballot language were specified in greater detail by Solano Community College District Governing Board Resolution No. 02/03 - 05 approved at the July 17, 2002 meeting. The projects identified in the resolution are included as Attachment III.

SOLANO COMMUNITY COLLEGE DISTRICT PROCEDURES PERFORMED AND CONCLUSIONS

PROCEDURES PERFORMED

Solano Community College District provided a list of all Measure G project expenditures (the "List"). An approximate total of 750 warrants were identified representing \$27,019,405 in expenditures from July 1, 2008 to June 30, 2009. We performed the following procedures to the List of Measure G bond expenditures:

- Verified the mathematical accuracy of the List.
- Selected a sample of 50 expenditures totaling \$16,229,393. The sample was selected to provide a representation across specific construction projects, vendors, and expenditure amounts. The sample represented 7% of the total number of expenditures and 60% of the total expenditure value. Examined purchase orders and invoices for each of the expenditures; verified that the expenditures were made for the acquisition, construction, renovation, repair and modernization of District property and facilities and that funds were not spent for salaries or other administrative expenses.

CONCLUSIONS

- The List was mathematically accurate.
- Each of the 50 expenditures tested represented valid Bond expenditures, were
 properly charged to the location indicated, were properly coded as to the nature
 of the expenditure, and were determined to represent acquisition, construction,
 renovation, repair and modernization of District property and facilities and were
 not spent for salaries or other administrative expenses.

SOLANO COMMUNITY COLLEGE DISTRICT MEASURE G BOND PROJECTS

Renovation and Modernization

Renovation and repairs of deteriorating, outdated facilities and equipment

- Upgrade classrooms, biology, chemistry and other laboratories, support service space
- Upgrade existing restrooms, plumbing and sewer lines
- Repair and replace roofs
- Paint and re-seal building interiors and exteriors
- Upgrade electrical and mechanical systems
- Upgrade play fields, courts, physical education facilities and track
- Improve and expand irrigation systems
- Seismic assessment and upgrades

College-Wide Health and Safety Improvements

Projects which address needed safety and seismic improvements

- Lead abatement
- Seismic improvements
- Bleacher upgrades
- Disabled student access
- Lighting and security systems
- Repair sidewalk/drainage systems, campus roadways
- ADA compliance
- Fire suppression and escape systems

College-Wide Energy Efficiency Improvements

Projects which address energy efficient heating and air conditioning

- Replace aging, inefficient boilers
- Replace and upgrade HVAC systems
- Replace emergency generator
- Upgrade lighting and electrical systems

College-Wide Wiring and Technology

Projects which address needed electrical, technology and instructional support equipment needs

- Upgrade and expand, wireless systems, telecommunications, internet and network connections
- Upgrade and replace computer and software systems
- Upgrade and replace classroom equipment and instructional aids
- Upgrade media and audio/visual equipment

SOLANO COMMUNITY COLLEGE DISTRICT MEASURE G BOND PROJECTS

(Continued)

Facilities Replacement, Expansion, and New Construction

Renovate and upgrade outdated classrooms, laboratories, support space, counseling and student service facilities which no longer lend themselves to renovation or repair and construct new facilities to address crowded conditions

- Science Laboratories
- Student Learning Center
- Health/Science Buildings

Construct permanent classrooms, laboratories and support space to replace "portables" and provide adequate classroom space in Suisun, Vacaville and Vallejo

- Classrooms
- Science Laboratories
- Information Technology Center
- Student Learning Center

Land Acquisition

Property acquisition at Vallejo Center to expand institutional service capacity

Board of Trustees and Citizens' Bond Oversight Committee for Measure G Solano Community College District Fairfield, California

We have compiled the accompanying Schedule of Measure G General Obligation Bond Activity for the fiscal year ended June 30, 2009 (Attachment IV) and Schedule of Measure G General Obligation Bonds – Fund Update through June 30, 2009 (Attachment V), in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying Schedule of Measure G General Obligation Bond Activity for the year ended June 30, 2009 or Schedule of Measure G General Obligation Bonds — Fund Update through June 30, 2009 and, accordingly, do not express an opinion or other form of assurance on it.

Perny-Smith LCP

Sacramento, California August 2, 2010

ATTACHMENT IV

SOLANO COMMUNITY COLLEGE DISTRICT SCHEDULE OF MEASURE G GENERAL OBLIGATION BOND ACTIVITY

Fiscal Year Ended June 30, 2009

| Revenues: | |
|--------------------------------|----------------------|
| Interest and investment income | \$ 1,287,663 |
| Processing fees | 137,689 |
| Other local revenues | 8,475 |
| | 1,433,827 |
| Expenditures: | |
| Contract services | 728,809 |
| Capital outlay | 26,284,598 |
| Supplies and materials | 5,999 |
| | 27,019,406 |
| Net activity | (25,585,579) |
| Available bond funds: | |
| Beginning of year | 64,735,780 |
| End of year | <u>\$ 39,150,201</u> |

SOLANO COMMUNITY COLLEGE DISTRICT SCHEDULE OF MEASURE G GENERAL OBLIGATION BONDS FUND UPDATE THROUGH JUNE 30, 2009

| Location/Site | Project <u>Number</u> | Activity To Date |
|---|--------------------------|-------------------------|
| MEASURE G GENERAL OBLIGATION BOND | | |
| <u>Funding</u> | | |
| Bond Proceeds, Series 2003A General Obligation Bonds Bond Proceeds from the defeasance of Series 2003A | | \$ 80,000,000 |
| General Obligation Bonds Premium from defeasance of Series 2003A issuance Bond issuance and other costs from the defeasance of | | 81,349,811 8,498,361 |
| Series 2003A General Obligation Bonds | | (1,409,105) |
| Defeasance of Series 2003A General Obligation Bonds | | (80,000,000) |
| Bond Proceeds, Series 2006 B General Obligation Bonds Interest and investment income | | 45,235,354 |
| THEOLOGIC WIND WAS ELECTRICATED THE CONTROL OF THE | | <u>15,285,334</u> |
| Net Available Funds | | 148,959,755 |
| <u>Projects</u> | | |
| Project Management Costs | 500 | 6,572,305 |
| Campus Wide Technology | 450 | 1,177,121 |
| Vallejo Center | 503 | 23,842,317 |
| Vacaville Center Building 400 – Student Learning Center | 504 | 8,911,828 |
| Building 100 – Library | 505 506 | 15,403,803 |
| Building 700 & 800 – Joint Office Project | 507 | 779,650 8,334,340 |
| Sports Complex | 510 | 4,836,792 |
| Building 300 Science Renovation | 511 | 2,182,839 |
| Building 500 – Business Renovation | 512 | 1,930,737 |
| Building 1200 | 517 | 289,168 |
| Building 1500 – Math/Engineering Renovation Building 1600 | 513 | 1,203,668 |
| Building 1400 | 515 546 | 27,543 |
| Building 1700 | 516 520 | 6,552,153 |
| Building 1300 | 520 518 | 14,089,264 156,178 |
| Building 900 - Horticulture Renovation | 523 | 41,125 |
| Building 1800 A | | 3,011,469 |
| Building 1800 B – Vocational Tech Renovation | 524 | 3,406,786 |
| Building 600 – Administration Renovation | 526 | 134,398 |
| Building 1900 – Warehouse Renovation | 527 | 218,264 |
| ADA Nut Tree Hangar | 500 | 383,768 |
| Scheduled Maintenance | 528 530 | 268,342 |
| Utility Infrastructure Repairs | 532 | 410,693 5,596,225 |
| Building 200 and 200A | 002 | 22,800 |
| District Wide - Planning and Policy MK | | 750 |
| Campus Wide Security | | 289 |
| Facilities | | 24,939 |
| Total Project Costs | | 109,809,554 |
| Total Unspent Funds | | <u>\$ 39,150,201</u> |

| AGENDA ITEM | 12.(b) |
|--------------|-----------------|
| MEETING DATE | October 20,2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

| TO: | Members of the Governing Board |
|----------|--|
| SUBJECT: | CHANGE ORDER NO. 19 TO RO CONTRACTING, INC., CONSTR |

CONTRACTING, INC., CONSTRUCTION OF VACAVILLE

19 TO ROEBBELEN

CAMPUS - NEW CLASSROOM BUILDING

REQUESTED ACTION: APPROVAL

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

SUMMARY:

Board approval is requested for Change Order No. 19 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 | \$ 1,202,512.00 |
| Change Order No. 19 | \$ 47,868.50 |
| Total Change Orders | \$ 1,250,380.50 |
| Revised Contract Amount | \$ 15,309,380,50 |

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

| Government Code: | Board Policy. | Estimated Fiscal Impact | Measure G Funds |
|-------------------------------------|---------------|------------------------------|--------------------------|
| SUPERINTENDENT'S REC | OMMENDATION: | ⊠ APPROVAL □ NOT REQUIRED | ☐ DISAPPROVAL ☐ TABLE |
| David Froeh | lich | | |
| Director of Fac | ilities | \ \ \/ \ \ | |
| PRESENTER'S | NAME | | |
| 4000 Suisun Vall Fairfield, CA 9 | | A G | AD) |
| ADDRES | S · | JOWEL C. LAGU | ERRE, Ph.D. |
| (707) 864-7 TELEPHONE N | | Superintendent | -President |
| Facilities | _ | October 8, | 2010 |
| ORGANIZAT | ION | DATE APPRO | |
| October 8, 20 | 010 | SUPERINTENDEN | 1-PRESIDENT |

10/20/10 ROEBBELEN CONTRACTING, INC. - VACAVILLE CAMPUS

| PCO | Description | Negotiated Amount | Reason | 00 |
|-----|---|----------------------|-------------------------|----|
| 148 | The original Contract Documents did not clearly indicate that security wiring was required to be provided in elevator hoistway traveling cables for the elevator security camera. The District directed the Contractor to install the additional wiring. | \$ 2,773.00 | Error/Omission | 19 |
| 195 | The original Contract Documents did not specify flooring in the elevator. The Contractor was directed by the District to install vinyl tile flooring. | \$ 408.00 | Error/Omission | 19 |
| 199 | The original Contract Documents called for 1/8" aluminum brackets to support the sunshades outside of the Lecture Hall. The Architect recognized that these brackets were not structurally adequate and requested that 1/2" aluminum brackets be installed. The Contractor was directed by the District to remove the 1/8" aluminum brackets and replace them with 1/2" aluminum brackets. | \$ 17,299.00 | Error/Omission | 19 |
| 200 | Cost for the Contractor to repair damages incurred during heavy storm. Work required removal of some finishes to install additional metal flashing at exterior windows. The District and the Contractor negotiated the added cost to the project. | \$ 14,409.00 | Unforeseen Condition | 19 |
| 204 | The Contractor was required to install additional framing at the second floor bridge. When installing the cement based flooring some of the product splashed on the painted walls. The additional framing was not included in the original construction documents. The District and the Contractor negotiated the added cost to the project. | \$ 514.00 | Error/Omission | 19 |
| 210 | The Contractor incurred additional Storm Water Pollution Prevention Plan costs, due to delays in parking lot paving, caused by modifications to AT & T and PG & E construction drawings. The Contractor also had to install a temporary access road between the building and construction staging area, when storm drain lines were rerouted away from an existing AT & T service and the existing roadway had to be removed. The District and the Contractor negotiated the added cost to the project. | 10,535.00 | Unforeseen | 19 |
| 212 | The Contractor was directed to install additional "thru-bolting," per a Request For Information response, to sufficiently anchor the fluid cooler leveling curb to rooff \$\\$blocking\$. The District and the Contractor negotiated the added cost to the project. | 2,730.50 | Unforeseen Condition | 19 |
| 219 | The original Contract Documents called for oak veneer backing to be installed on laboratory cabinets. The Contractor installed hardboard backing on laboratory cabinets. The District requested the Contractor provide a credit as an alternative to replacing the cabinet backing with the specified product. | (800.00) | Contractor | 19 |
| | * TOTAL \$ | 47,868.50 | | |

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| AGENDA ITEM | |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

APPROVE REAPPOINTMENT TO THE MEASURE G

CITIZENS' BOND OVERSIGHT COMMITTEE

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Board approval is requested to reappoint one current member to the Measure G Citizens' Bond Oversight Committee (CBOC). Current member Frank Crim from Vacaville, representing the Construction Trades Industry, is requesting to be reappointed to a second two-year term.

Proposition 39 mandates the existence, purpose, duties, membership, and meeting standards of the oversight committee, which are contained in its adopted Bylaws.

The Board Subcommittee for the CBOC approves this recommendation.

| Government Code: ECS 15278 Board Policy 3 | 390 Estimated Fiscal Impact: \$ N/A |
|---|---|
| SUPERINTENDENT'S RECOMMENDATION: | ⊠ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE |
| Roy V. Stutzman, Consultant Finance & Administration PRESENTER'S NAME | Harris |
| 4000 Suisun Valley Road Fairfield, CA 94534 | Milling. |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. Superintendent-President |
| 707-864-7209 TELEPHONE NUMBER | |
| Finance & Administration | October 8, 2010 |
| ORGANIZATION October 8, 2010 | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |
| DATE SUBMITTED TO | |

| AGENDA ITEM | 12.(d) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY,

RESOLUTION NO. 10/11-10

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11–10, designation and disposal/disposition of District surplus equipment and property. For years, the District has accumulated vehicles and equipment items that are no longer economically feasible to repair and/or are out of compliance with a variety of codes and regulations. Staff continues to "clean house" by reviewing Education Code Section 81000 et seq for appropriate disposition methods and/or restrictions. Attached is a matrix listing the surplus items.

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

| Government Code: Education Code 70902 (b) (| Board Policy: 3320 6), 81542 | Estimated Eiscal | Impact: N/A |
|--|---------------------------------|------------------------------|---------------------------------------|
| SUPERINTENDENT'S RECO | OMMENDATION: | ⊠ APPROVAL □ NOT REQUIRED | ☐ DISAPPROVAL ☐ TABLE |
| David V. Froe | hlich | | · · · · · · · · · · · · · · · · · · · |
| Director of Fac | | 1 / | |
| PRESENTER'S | | May | |
| 4000 Suisun Vall Fairfield, CA 9 | | 40 | City . |
| ADDRESS | 5 | JOWEL C. LAGI | JERRE, Ph.D. |
| (707) 864-71 | | Superintendent | |
| TELEPHONE N | JMBER | | |
| Facilities | | October 8, | 2010 |
| ORGANIZAT | ION | DATE APPRO | OVED BY |
| October 8, 20 | 010 | SUPERINTENDEN' | 1-PRESIDENT |
| DATE SURMITT | | | - |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY

RESOLUTION NO. 10/11-10

WHEREAS, The <u>California Education Code</u>, <u>Sections 81540.5 and 81452</u> provides that if the Governing Board, by a majority of those members present, finds that the property, whether one or more items, does not exceed in value the sum of five thousand dollars (\$5,000), the property may be sold at a private sale without advertising or donated to a school district, community college district, or other public entity, by an employee of the District empowered for that purpose by the Board;

WHEREAS, The Governing Board of the Solano Community College District has determined any item or items of property having previously been offered for sale pursuant to Section 81450, but for which no qualified bid was received, may be sold at a private sale without advertising by an employee of the District empowered for that purpose by the Board;

WHEREAS, The Governing Board of the Solano Community College District by a majority vote of those members present, finds that the property is of insufficient value to defray the cost of arranging a sale, the property may be donated to a school district, community college district, or other public entity deemed appropriate by the Board, or it may be disposed of in the local public dump on order of any employee of the District empowered for that purpose by the Board; and

WHEREAS, The Governing Board of the Solano Community College District has determined that the personal property described on the attached list has a unit value of less than \$5,000; now therefore be it

RESOLVED, The Director of Facilities, with the approval of the Superintendent/President, is authorized to donate or dispose of said property.

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

DESIGNATION AND DISPOSAL/DISPOSITION OF DISTRICT SURPLUS EQUIPMENT AND PROPERTY

RESOLUTION NO. 10/11-10

(CONTINUED-PAGE 2)

PASSED AND ADOPTED This 20th day of October 2010, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT

DISPOSITION/DISPOSAL OF SURPLUS EQUIPMENT

Governing Board Meeting - October 20, 2010

| Items | Qty. | Value | Disposition | Remarks |
|--|----------|---------------|--|--|
| Shipping to the Park Shipping Shipping and Shipping Shipp | | | | |
| Vehicles/Equipment: | | | | Section and the section of the secti |
| '78 GMC Fire Truck | 1 | Unknown | Auction | Note 1* |
| '78 Howe Fire Truck | 1 | ٠ | 44 | " |
| Ditch Witch | 1 | Scrap | | Beyond economical repair |
| | | | The common control of the control of | |
| Computer Equipment: | | | | 3 |
| Desktops | 29 | Note 2* | Note 2* | |
| Monitors | 5 | 46 | | |
| Copiers | 4 | 66 | Dump | |
| Printers | 6 | 56 | E-Waste | |
| TV's | 2 | 46 | E-Waste | |
| | 1-1802-1 | | | |
| Miscellaneous: | | | | |
| Furniture & Equip | 60 pcs | Unserviceable | Partially disposed of | |
| Refrigerator | 1 | Unserviceable | Dump | |
| Microscopes | 16 | Unknown | Donation, Note 2* | |

* Notes:

- 1. Will be sold on commission by a vehicle auction firm. Proceeds and disposition of funds will be reported to Board subsequent to the sale.
- 2. The surplus 29 computers and five monitors are all retained for possible donation requests. Surplus computers and microscopes have been requested by the Matt Garcia Youth Center and the Mars Hill Christian School. Their letters of request are attached. If these donations are approved, coordination will be accomplished for pickup.

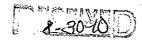


Fairfield Police Activities League at the Matt Garcia Youth Center

August 26, 2010

Connie Barron-Griffin Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534-3197

Dear Connie,



It has come to our attention that Solano Community College is in the position to donate desktop computers to non-profit organizations. If there are computers still available, I would like to make a donation request on behalf of the Fairfield Police Activities League at the Matt Garcia Youth Center. We are a registered 501c3 non-profit organization, and our number is 26-1184406 effective February 1, 2008.

It would be ideal to receive (5) five computers, which would be housed in the three private homework centers and in our multi-purpose room. We currently have four computers for our teen members to use and believe it's an important part of our program here. Many of our teen members would not otherwise have access to a personal computer or have internet access outside of school. Of the 570+ current members, more than 75% are from HUD identified incomes of: extremely low-, very low-, and low-income households.

Our Center provides athletic, civic, artistic and educational programs for teens who reside in Fairfield, Suisun, and Travis. Membership is required to participate at the Center, which is \$10 per year. Membership is limited to local residents who are registered students in grades 7th through 12th. Once becoming a member, there are no additional costs to participate in any of our programs, which include boxing, basketball, tutoring, TV production, music studio, pizza & poetry, and much more.

We hope to hear from you soon. Thank you for your time.

Sincerely,

Yung Ahn Administrative Aide

Fairfield PAL

Matt Garcia Youth Center



mars hill christian school

loving. growing. serving.

September 15, 2010

To Whom It May Concern:

We are very interested in the possibility of receiving a donation of used science equipment from Solano Community College for use in our science department.

Mars Hill Christian School is a private, K-12 educational institution located in Fairfield, CA, that relies highly on technology in the classroom. We incorporate hands-on science labs & projects weekly for all students in science classes from 6^{th} grade through high-school.

Dr. Kathy Conrad, a friend & wonderful teacher, directs our program. Though she is very fiscally responsible, we simply do not have the funds available to purchase all the equipment we need.

You may learn more about our school by visiting www.marshillchristianschool.com pr by calling our school office at 707.427.2665. My extension is #4 and I would be happy to speak with you at any time.

Thank you very much for your consideration.

Sincerely,

Jason Yarbrough, Principal

| AGENDA ITEM | _13.(a) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

HONORARY DEGREES - MAY 25, 2011

COMMENCEMENT

REQUESTED ACTION: INFO

SUPERINTENDENT-PRESIDENT

INFORMATION/ACTION

SUMMARY:

The Board is being asked to approve the following individuals for honorary degrees to be awarded during the spring 2011 commencement exercise on May 25, 2011. The Board approved Board Policy, No. 6203 in February 2010. This is the first time the Board has been asked to approve recipients. These names were vetted through the Superintendent-President's Cabinet and the Academic Senate.

Jesse Branch
Billy Yarbrough (posthumously)
Louise Yarbrough
C. C. Yin

Following is a short biographical sketch on each recipient and the rationale substantiating this honor to be bestowed by Solano Community College.

| Government Code: | Board Policy: 6203 | Estimated Fis | cal Impact N/A |
|---|--------------------|--|--|
| SUPERINTENDENT'S RECOMM | ENDATION: | ☐ APPROVAL ☑ NOT REQUIRED | ☐ DISAPPROVAL ☐ TABLE |
| Jowel C. Laguerre, Ph. Superintendent-Preside | | | _ |
| PRESENTER'S NAM | | | \mathcal{L} |
| 4000 Suisun Valley Ro Fairfield, CA 94534 | ad | The state of the s | the state of the s |
| ADDRESS | | JOWEL C. LAGU | |
| (707) 864-7112 | | Superintendent | -President |
| TELEPHONE NUMB | ER | | |
| Administration | | October 8, | 2010 |
| ORGANIZATION | | DATE APPRO | VED BY |
| October 8, 2010 | | SUPERINTENDENT | Γ-PRESIDENT |
| DATE SUBMITTED T | O | _ | • |

Honorary Degrees

Jesse Branch

Jesse Branch has had a brilliant Solano Community College tenure. He worked in our warehouse and retired in 1999. Following retirement, he found more time to be involved with the College's athletics program. Not only does he attend games, but he has hosted tailgate parties and is a regular fixture on the sidelines of Solano Community College games. He gives and distributes the joy of learning. He started the Solano Community College Boosters' Club in 1992. We are pleased to recommend Mr. Branch for an Honorary Associate of Arts Degree.

Louise Yarbrough and Billy Yarbrough

Entrepreneurs and community minded, Louise and Billy came to Solano County in 1951 and called it their home. They have contributed their time, energy, and ideas to make Solano County a better place. They were successful in building businesses that provided employment to our young and adults in the county. Billy and Louise have heavily invested in the county. They have supported youth programs, as well as college activities. Coming from humble beginnings to become very successful business people and solid citizens are the lessons for our students to learn and emulate. We recommend both Louise and Billy Yarbrough for an Honorary Associate of Arts Degree. The honorary degree for Billy will be presented posthumously to Mr. Yarbrough's family.

C. C. Yin

C.C. and his wife Regina are Chinese immigrants and former foreign students who made America their home and then decided to make California their state and Solano County their residence and home. Mr. Yin is a philanthropist who not only helps people, but provides a ladder for people to help themselves reach the *American Dream*. He is a leader who inspires others to seek the greater good. He has supported Solano Community College and other agencies in the county. Mr. Yin deserves the distinction of being called a community college supporter. We recommend Mr. Yin for the Honorary Associate of Science Degree.

| AGENDA ITEM | 14.(a) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

PROPOSED CLASSIFIED JOB DESCRIPTION -

COMMUNITY SERVICE OFFICER

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

INFORMATION

SUMMARY:

Attached is a new position description for the campus security at the Vacaville and Vallejo Centers. The two new half-time positions will be placed on Range 5 on the Operating Engineers/Stationary Engineers, Local 39 salary schedule.

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

| Government Code Board Policy: 4720 | Estimated Fiscal Impact: \$13,197 |
|------------------------------------|--|
| | Annual salary for each position - General Fund |
| SUPERINTENDENT'S RECOMMENDATION: | ☐ APPROVAL ☐ DISAPPROVAL ☑ NOT REQUIRED ☐ TABLE |
| Karen H. Ulrich | · · · · · · · · · · · · · · · · · · · |
| Director of Human Resources | 1 / |
| PRESENTER'S NAME | here of |
| 4000 Suisun Valley Road | 1 Hymry |
| Fairfield, CA 94534-3197 | The state of the s |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. |
| • | Superintendent-President |
| (707) 864-7122 | |
| TELEPHONE NUMBER | |
| Administration | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY |
| 0.1.4 | SUPERINTENDENT-PRESIDENT |
| October 8, 2010 | |

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION

CLASS TITLE: COMMUNITY SERVICE OFFICER

BASIC FUNCTION:

Under direction of the Chief of Police and general oversight of the Police Sergeant or onduty sworn Police Officers, perform non-sworn civilian duties including: patrol district properties, events, and surrounding areas on a routinely rotational basis as assigned by vehicle, bicycle, or on foot; secure and/or unlock buildings and facilities; provide front counter services, answering phones and customer service; and includes shift work; weekends; holidays and occasional shift adjustments with less than 72 hours notice and performs related work as required.

DISTINGUISHING CHARACTERISTICS:

The Community Service Officer (CSO) patrols all District properties, events, and surrounding areas to observe and report violations of federal, state and local laws and District rules; routes appropriate service calls to Police Officers; answers telephones and waits on customers; and provides support to the campus community.

REPRESENTATIVE DUTIES:

Essential duties and responsibilities include the following:

Patrols District properties, events, and surrounding areas as signed by vehicle, bicycle, or on foot to be a visible presence to deter unlawful activities.

Issues parking citations and warnings to motorists.

Responds to campus emergencies such as security alarms, crimes, medical emergencies, fires and hazardous materials accidents by providing support services.

Provides customer and support services such as, securing and unlocking buildings and facilities, directing traffic, serving as a safety escort, delivering confidential messages and documents.

Maintains understanding of all general orders and District policies and procedures.

Observes and reports violations of federal, state and local laws and district rules and regulations to sworn police officers.

Writes crime reports; processes criminal identification and evidence.

Relieves other Community Service Officers or non-sworn personnel as necessary.

Community Service Officer - Continued

Provides information to outside agencies such as, District Attorney's Office and Department of Justice, as appropriate.

Maintains supplies and equipment; sets up and moves parking/people barriers.

Provides testimony through various venues when necessary.

Secondary Functions:

Perform other duties as required.

MINIMUM QUALIFICATIONS

Required Qualifications:

- Education: Thirty (30) college units from an accredited college of higher learning and
- Experience: One year of experience in security work, parking and traffic control, radio communications and public relations or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

Preferred Qualifications:

- · Education: AA degree in criminal justice and
- Experience: Three years of experience in security work, parking and traffic control, radio communications and public relations or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

Ability to read, interpret, apply and explain District and police policies, procedures and regulations, Penal Code, Vehicle Code, Government and Evidence Code.

Ability to compile information and write simple reports.

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

Ability to read and write at the levels necessary to perform the duties.

Ability to effectively present information in person or on the telephone to students, staff, or the public, and official public agencies.

MATHEMATICAL SKILLS:

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

Community Service Officer - Continued

REASONING ABILITY:

Ability to learn quickly and apply specific laws, regulations, rules, policies and procedures of the department and functions to which assigned.

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

Ability to analyze situations accurately and use an effective course of action.

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

Ability to exercise good judgment and discretion in analyzing and resolving confidential, difficult and sensitive situations.

CERTIFICATES, LICENSES, REGISTRATION:

Possess a valid Class C California Driver's License; ability to obtain a first aid/CPR certification within six months of employment.

OTHER SKILLS AND ABILITIES:

Ability to operate a two-way radio and use radio codes.

Ability to multi-task, including ability to drive, use a portable radio and observe unauthorized parking activity.

Demonstrate knowledge of:

Site safety and patrol techniques.

Crime prevention and safety training techniques, including CPR and EMS training.

Research methods and techniques.

Operate office equipment including copier, calculator, facsimile machine and others.

Learn laws, regulations and policies related to assigned areas of responsibility.

Format, type, proofread and distribute documents and other written materials.

Establish and review work priorities.

Meet demanding schedules and multiple, often conflicting timelines.

Establish and maintain effective and cooperative working relationships with others.

Work confidentially with discretion.

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

Work effectively and independently with minimal supervision.

Perform assigned work with alacrity and accuracy.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Community Service Officer - Continued

While performing the duties outlined in this classification, employees in this classification are regularly required to walk, sit, or stand for long periods of time, use hands and fingers to operate an electronic hand-held device, keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are frequently required to attend meetings or to pick up or deliver materials at other locations.

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

A substantial amount of the work assigned to this classification is typically performed in an outdoor environment. Other duties may require working in an office environment. Work environments may be noisy. While performing the duties of this classification, the employee regularly is subjected to continual interruptions.

| KHU/JL/zg: | 10/13/10 |
|--------------|----------|
| Board adopte | ed: |

| AGENDA ITEM | 14.(b) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD HOW DO WE RATE CHECKLIST

SUMMARY

REQUESTED ACTION:

INFORMATION

SUMMARY:

In order for the Governing Board to focus on the institution's major issues and questions of policy, the Board of Trustees is encouraged to delegate full responsibility and authority to the President to implement and administer Board policies and the operation of the College. The institutional leaders should likewise foster empowerment, innovation, and institutional excellence through dialogue that builds trust and increases focus on student learning and assessment of learning outcomes, institutional effectiveness, and integrity.

The Accreditation Leadership Subcommittee will present for information the results of the third quarter "How Do We Rate Checklist" summary for July, August, and September 2010. This checklist is used as a tool in evaluating the progress of the Solano Community College District Governing Board in identifying the institution's resolution of the Accreditation Team recommendations.

| 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 | Myhirp. |
| Administration ORGANIZATION | JOWEL C. LAGUERRE, Ph.D. Superintendent-President |
| October 8, 2010 | October 8, 2010 |
| DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |

Solano Community College District Governing Board Board's Leadership: How Do We Rate Checklist

| Name (Optional) EIGHT PARTICIPANTS | Date <u>OCTOBER 20, 2010</u> |
|--|---|
| Please check the applicable boxes in Sections A and B. | |
| Section A: Rated by: Trustee | ☐ CEO |
| Section B: Quarter/Date Rated | |
| (October/November/December)(January/February/March) | (April/May/June) (July/August/September) October 20, 2010 |

INSTRUCTIONS:

Use this checklist to check your perception of the Board's leadership this quarter. Be as objective as you can. You will receive this checklist in your Board packet each quarter. Please complete and submit it to the Board Secretary at the appropriate Board meeting. **NOTE**: "We" refers to 100% of the Board, e.g., 7 out of 7. If you are aware of one or more Board member/s not in compliance with their duties and/or responsibilities as a Board member, per the question asked, circle "No" as your answer.

Section C: Circle your answer to each area question in the columns to the right.

| AREAS | QUESTIONS | LANS | VERS |
|-------|---|----------|---------|
| 1. | Have we created an environment in which the CEO has the power to lead the College? | Yes 8 | No 0 |
| 2. | Have we delegated authority to the CEO to lead and administer? | Yes 8 | No 0 |
| 3. | Are we keeping the CEO informed, adhering to the rule of "no surprises"? | Yes 8 | No 0 |
| 4. | Are we honoring the CEO as the point of contact for the institution? | Yes 8 | No 0 |
| 5. | Do we fully consider information and recommendations offered by the CEO? | Yes 8 | No 0 |
| 6. | Are we supporting professional development for the CEO? | Yes 8 | No 0 |
| 7. | Are we adhering to the standards of Board ethics? | Yes 8 | No 0 |
| 8. | Are we ensuring that the CEO has the resources needed to do the job? | Yes | No |
| 9. | Do we respect and support the CEO? | Yes | No |
| 10. | Does the CEO always ask the Board to make major decisions with advance preparation? | Yes 6 | No 2 |
| 11. | Do we alert the CEO and Board President about our concerns prior to going public with them? | Yes 8 | No 0 |
| 12. | Do all Board members receive the same communications from the CEO? | Yes 8 | No 0 |
| 13. | Do we make it a practice to share information and questions with other Board members and the CEO? | Yes 7 | No 1 |

| 14. | Do we keen the CEO informed shout our contacts in the | 7 77 | 1 |
|-----|--|----------|---------|
| 17. | Do we keep the CEO informed about our contacts in the community, discussions | Yes | No |
| | with legislators and other policymakers, calls from citizens or College staff, and | 8 | 0 |
| 1.5 | any visits to the College as related to College business? | | |
| 15. | Do we help the CEO in being effective by not making unnecessary demands on | Yes | No |
| | him or her? | 8 | 0 |
| 16. | Do we provide guidance, support, dialogue, information, and feedback to our | Yes | No |
| | CEO? | 8 | 0 |
| 17. | Do we rely on our CEO for leadership and have confidence in his or her | Yes | No |
| | recommendations? | 7 | 1 |
| 18. | Is our time spent in governing, not managing, the institution? | Yes | No |
| | | 8 | 0 |
| 19. | Is the Board sensitive to the concerns of students and employees while maintaining | Yes | No |
| | impartiality and support for the CEO? | 8 | 0 |
| 20. | Do we honor the professionalism of College staff by allowing them to perform | Yes | No |
| | their duties? | 8 | 0 |
| 21. | As trustees, do we monitor ourselves carefully to ensure that offering opinions to | Yes | No |
| | the CEO and staff is not construed as directions? | 8 | 0 |
| 22. | When issues arise, do we question whether the decision or action we are about to | Yes | No |
| | take reinforce our policy role, or is it an administrative decision? | 8 | 0 |
| 23. | Do the Board President and the CEO emphasize that individual Trustees' opinions | Yes | No |
| | are simply opinions and that the only legitimate direction to the CEO comes from | 8 | 0 |
| | the Board as a whole? | " | |
| 24. | Do we have a clear understanding as a Board of what responsibilities have been | Yes | No |
| | delegated to the CEO? | 8 | 0 |
| 25. | Do we recognize that the Board (not a single Trustee) has the legal right to give | Yes | No |
| | direction to only one employee, the CEO? | 8 | 0 |
| 26. | Have we done anything as a Board this quarter to foster trust? If your answer is | Yes | No |
| | "Yes", write on the flipside of this page what we did this quarter as a Board to | 8 | 0 |
| | foster trust. | | |
| 27. | Do we acknowledge that the CEO directs the staff, not the Board? | Yes | No |
| | , | 8 | 0 |
| 28. | Are we willing to invest the time in planning meetings to ensure success? [generate | Yes | No |
| | items; develop criteria; apply criteria] | 8 | 0 |
| 29. | Do we model the behaviors that the Board values? [consensus building? | Yes | No |
| | starting/finishing on time? moving the agenda forward?] | 8 | 0 |
| 30. | Do the CEO, Board President and other Trustees have a cooperative relationship? | Yes | No |
| | The state of the s | 8 | 0 |
| 31. | Are we willing to invest the time to create an identity for our Board and a sense of | Yes | No |
| J | 10 | | |
| | teamwork? | 8 | () |
| 32. | · · · · · · · · · · · · · · · · · · · | 8 Ves | 0 No |
| | Does the Board work effectively to move deliberations and operations to the level | Yes | No |
| | · · · · · · · · · · · · · · · · · · · | | |
| | Does the Board work effectively to move deliberations and operations to the level of setting policy, goals, priorities, processes and frameworks, and monitor | Yes | No |

Section D: Please compute your score below.

| A. | Count "3" points for each "Yes" answer and "0" for each "No" | |
|----|--|-------------|
| | Number of "Yes" answers x 3 points = | TOTAL SCORE |

| В. | Summary | | |
|---|---|--|--|
| i. What score did you give the Board? <u>6-99; 2-93</u> | | | |
| | ii. What are our strong points this quarter? (List areas by the applicable number(s) in the first column): | | |
| | One Participant Commented: Getting better as a team. One Participant Commented: 33, 32, 21 One Participant Commented: Consensus building by the Board. One Participant Commented: Delegation of authority to the CEO, #2. iii. Where do we need to improve? (List areas by the applicable number(s) in the first column.) One Participant Commented: Just keep moving in the same direction. One Participant Commented: Communication among the Board members; advanced prep. needed, | | |
| #13 and #10. | | | |
| C. | Grade your perception of the Board's Leadership this quarter with this scale. Check your grade. | | |
| | 8 Effective: 90 or above ☐ Good: 78 – 87 ☐ Below Average: Under 66 | | |
| D. | Has our Board been an effective leader this quarter? 6 If not, what will it take to become on next quarter? (Write your response on the flipside of pages 1 and/or 2 of this document.) | | |

One Participant Commented: See Board Minutes, seriously.

P:Governing Board/Forms/AMY/Board's Leadership/How Do We Rate Checklist - 10/20/10

Eight Participants Commented: Yes

| AGENDA ITEM | 14.(c) |
|--------------|------------------|
| MEETING DATE | October 20, 2010 |

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

PROPOSED REVISIONS - BOARD POLICIES, SERIES 1000

REQUESTED ACTION:

INFORMATION

SUMMARY:

The Governing Board established broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, the Board District Policies and procedures Subcommittee presents for information the following proposed revised Governing Board Policies, Series 1000:

Revised Policy No. 1006 - Board Membership and Eligibility

Revised Policy No. 1008 - Election of Board Members

No Change - Policy No. 1010 - Determination of Winner in Case of a Tie Vote (Review Only)

No Change - Policy No. 1011 - Payment of Campaign Costs (Review Only)

Revised Policy No. 1012 - Terms of Office

SUPERINTENDENT-PRESIDENT

Revised Policy No. 1013 - Vacancy

Revised Policy No. 1014 - Compensation, Payment of Expenses and Benefits

Revised Policy No. 1019 - Conflict of Interest with Procedures (Information Only)

No Change – Policy No. 1021 – Violation of Board Code of Ethics (Review Only)

No Change - Policy No. 1030 - Closed Session (Review Only)

No Change - Policy No. 1035 - Quorum and Voting (Review Only)

CONTINUED ON NEXT PAGE:

| Government Code: Board Policy: Noted Abo | ve Estimated Fiscal Impact: \$ N/A |
|--|---|
| SUPERINTENDENT'S RECOMMENDATION: | ☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE |
| Jowel C. Laguerre, Ph.D. | |
| Superintendent-President | |
| PRESENTER'S NAME | All (|
| 4000 Suisun Valley Road | CHIACON! |
| Fairfield, CA 94534 | |
| ADDRESS | JOWEL C. LAGUERRE, Ph.D. Superintendent-President |
| 707 864-7112 | · . |
| TELEPHONE NUMBER | |
| Administration | October 8, 2010 |
| ORGANIZATION | DATE APPROVED BY SUPERINTENDENT-PRESIDENT |
| October 8, 2010 | • |
| DATE SUBMITTED TO | |

AGENDA ITEM 14.(c) MEETING DATE October 20, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

PROPOSED REVISIONS - BOARD POLICIES, SERIES 1000

REQUESTED ACTION:

INFORMATION

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Revised Policy No. 1036 – Agendas

Revised Policy No. 1037 – Order of Business

No Change - Policy No. 1040 - Rules of Procedure for Conduct of Meeting (Review Only)

No Change – Policy No. 1041 – Decorum (Review Only)

Revised Policy No. 1042 – Public Participation at Board Meetings

Revised Policy No. 1050 - Policy and Administrative Procedure

Revised Policy No. 1052 – First and Second Reading Procedure for Establishing or Changing the Policies and Regulations

Revised Policy No. 1054 – Suspension of Policy or Regulation

Revised Policy No. 1070 - Self-Evaluation

No Change - Policy No. 1072 - Board Education (Review Only)

Revised Policy No. 1073 – Committees of the Board

No Change – Policy No. 1074 – Personal Use of Public Resources (Review Only)

Subsequent Board Policies may be submitted for information and review at a future meeting.

The foregoing proposed revisions will move to the Superintendent-President's Cabinet and then Shared Governance Council for review.

Copies of the policies are being provided to the Board under separate cover and will be made available to the public on the night of the meeting at the Press Table.