SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

ADMINISTRATION OF OATH OF OFFICE TO

RETURNING BOARD MEMBERS

REQUESTED ACTION:

December 3, 2010

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT

NOT APPLICABLE

SUMMARY:

In accordance with <u>Education Code 5017</u>, the oath of office will be administered to the following returning Board members:

Name	Representing	<u>Term</u>
Sarah E. Chapman	Vacaville, Dixon, Winters	Four Years
Denis Honeychurch, J.D.	Fairfield, Travis Air Force Base, Cordelia, Green Valley	Four Years
Pam Keith	Vallejo	Four Years
A. Marie Young	Vallejo	Four Years

Government Code: EC 5017 Board Policy:	1008; 1012 Estimated Fiscal Impact: \$ N/A
	□ APPROVAL□ DISAPPROVAL□ NOT REQUIRED□ TABLE
Jowel C. Laguerre, Ph.D. Superintendent-President	
PRESENTER'S NAME	\mathcal{M}_{-}
4000 Suisun Valley Road Fairfield, CA 94534	Thurst.
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707 864-71112	Superintendent-President
TELEPHONE NUMBER	
Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM Item 6 MEETING DATE December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

ANNUAL ORGANIZATIONAL MEETING OF THE

GOVERNING BOARD

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

In accordance with Educational Code Section 72000(c)(2)(A), the Governing Board of the Solano Community College district designated the Board meeting of December 15, 2010, as the annual organizational meeting of the Governing Board. This involves the tasks listed below:

- 1. Elect a President, Vice President, and appoint a Secretary for 2010-2011.
- 2. Establish the dates, times, and locations of the Governing Board meetings (attached).
- 3. Select a representative to the Solano County School Boards Association.

Government Code: EC 72000 Board Policy: 10	15 and 1026 Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	
Jowel C. Laguerre, Ph.D. Superintendent-President	
PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	William.
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707 864-7112	Superintendent-President
TELEPHONE NUMBER	
Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY
December 3, 2010	SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE GOVERNING BOARD PROCEDURES

REGULAR MEETINGS

Policy 1025

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD CALENDAR OF BOARD MEETINGS FOR 2011

The Governing Board meets the first and third Wednesdays of each month at 6:30 p.m. in the Board Room (#626), of the Administration Building. The specific calendar of meeting dates is listed below. All meetings, with the exception of Closed Sessions, are open to the public. Minutes of previous meetings and current agendas are available from the Superintendent-President's Office.

January 19, 2011 February 2, 2011 February 16, 2011 March 2, 2011 March 16, 2011 (Vacaville) April 6, 2011 April 20, 2011 (Board Retreat) May 4, 2011 May 18, 2011 (Vallejo) June 15, 2011 June 22, 2011 July 20, 2011 August 3, 2011 August 17, 2011 September 7, 2011 September 21, 2011 October 5, 2011 October 19, 2011 (Vacaville) November 2, 2011 November 16, 2011 (Vallejo) December 7, 2011 December 21, 2011

JCL:js BD MTG CAL.2011

Reviewed by Governing Board: 12/01/10

Approved by Governing Board:

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

<u>Name</u>	Assignment	Effective	Amount
Susan Foft	Director, Fiscal Services Administrative Leadership Group (classified manager)	2/11/11	\$105,915.78 annually
Anna Troupe	Financial Aid Analyst CSEA, Chapter #211 Range 13/Step 1	1/3/11	\$ 39,436.80 annually

Change in Assignment

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Karen Jackson	From Reading/Writing Lab Tech 16 hours week/139 workdays (on car To Reading/Writing Lab Tech 16 hours week/139 workdays (on car 16 hours week/139 workdays (Vacav	npus) and	\$ 2,404.09 month (\$808.56 mo incr.)
Leigh Anne Jones	From Reading/Writing Lab Tech 16 hours week/139 workdays (on car To Reading/Writing Lab Tech 16 hours week/139 workdays (on car 16 hours week/139 workdays (Vallej	npus) and	\$ 2,193.07 month (\$737.51 mo incr.)

Karen H. Ulrich

Director of Human Resources

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

December 3, 2010

Date Submitted

December 3, 2010

Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Meeting December 15, 2010 Page 2

Short-term/Temporary/Substitute

<u>Name</u>	Assignment	<u>Dates</u>	Amount
	*BSI-Basic Skills Initiative		
Sherry Clark	Supplemental Instructor/Athletics *BSI-Instructional Lab Assistant	1/6/11 - 5/25/11	\$ 14.61 hour
Michael Doppe	Theater Production Assistant	12/16/10 - 6/30/11	\$ 9.60 hour
John Frisch	Assistant Athletic Trainer	1/6/11 – 5/25/11	\$ 18.00 hour
Margot Gebers	Supplemental Instructor/Athletics *BSI-Instructional Lab Assistant	1/6/11 – 5/25/11	\$ 14.61 hour
William Greene	Instructor, Contract Education	12/16/10 - 6/30/11	\$ 56.88 hour
Jojay Jackson	Supplemental Instructor/Athletics *BSI-Instructional Lab Assistant	1/6/11 – 5/25/11	\$ 14.61 hour
Patricia McCarthy	Admin. Asst. III-Humanities Substitute	12/16/10 – until position is filled	\$ 17.40 hour
Chris Raymond	Theater Production Assistant	12/16/10 - 6/30/11	\$ 9.60 hour
Tracy Schneider	SLO Coordinator SLO Coordinator Accreditation Writer	8/11/10 - 12/10/11 1/3/11 - 5/24/11 1/3/11 - 6/30/11	\$ 64.71 hour \$ 64.71 hour \$ 64.71 hour

Professional Experts

Name	Assignment	<u>Dates</u>	Amo	ount
Greg Begin	Present, Teen Issues: Media/Body Image and Self-Esteem Foster & Kinship Care Education	1/18/11	\$	250.00
Sherry Currie-Proctor	Co-present, PRIDE pre-service for Foster & Adoptive Parents Foster & Kinship Care Education	1/13/11 – 1/27/11	\$	540.00
Deborah Davis	Present, Special Needs Infants & Toddlers Foster & Kinship Care Education	1/5/11 – 1/7/11	\$	500.00

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR Governing Board Meeting December 15, 2010

Page 3

Professional Experts

<u>Name</u>	Assignment	<u>Dates</u>	<u>Am</u>	<u>ount</u>
Erica Dumin	Co-present & Support, Kinship Support & Information Foster & Kinship Care Education	1/19/11 – 1/26/11	\$	360.00
Peggy Hoover	Co-present, PRIDE pre-service for Foster & Adoptive Parents and Co-present, Stop, Think & Relax Foster & Kinship Care Education	1/13/11 – 1/21/11	\$	720.00
Nancy Pewitt	Co-present & Support, Kinship Support & Information Foster & Kinship Care Education	1/12/11	\$	360.00
Kerry Pilley	Present, School Issues: When and How to Ask for Help and Co-present Adoption Support & Information Foster & Kinship Care Education		\$	360.00
Lisa Quinterro	Art Model, Art 32 Art Model, Art 32	1/25/11 – 2/3/11 2/10/11 – 2/17/11	\$ \$	320.00 240.00
D. MaryAnn Turley	Co-present, Kinship Support & Information and PRIDE pre-service for Foster & Adoptive Parents Foster & Kinship Care Education	1/5/11 – 1/27/11	\$	900.00

Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	Amount	
Fine & Applied Arts/Behavioral Science <u>Leslie Rota, Responsible Manager</u>				
Beyond Consequences Institute, LLC	Present Beyond Consequences: Helping Children Heal	1/15/11	\$ 2,500.00	

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting December 15, 2010

Page 4

Independent Contractors

Name	<u>Assignment</u>	<u>Dates</u>	Amount	
Н	ealth Occupations, Public Safety & <u>Maire Morinec, Responsi</u>	v	ıdies	
Linda Caputi	Consultation activities with nursing faculty to update systematic evaluation plan	1/18/11 - 4/30/11	Not to exceed \$ 5,000.00	
	Consultation activities with nursing faculty regarding curriculum change		Not to exceed \$ 8,000.00	
	Human Resources Department <u>Karen Ulrich, Responsible Manager</u>			
Robert Lang	Spring 2011 Flex Cal guest speaker and workshop presenter	1/13/11	\$ 750.00	
	Small Business Development Charles Eason, Responsi			
Wallace Berry	Consulting & technical assistance, Humboldt State University Supplemental Contract Funding	12/16/10 – 6/30/11	Not to exceed \$ 800.00 (\$40 hr/20 hrs)	
Workforce & Economic Development-Contract Education & Training <u>Deborah Mann, Responsible Manager</u>				
Stephanie Parrish	Develop, deliver ESL instruction for the Meyer Corporation	1/3/11 – 6/30/11	Not to exceed \$ 2,850.00 (\$38 hr/68 hrs)	

GRATUITOUS SERVICE

Name	<u>Assignment</u>	Division/Department
James Brentlinger	Install hardware/software and troubleshoot computers on campus.	Technology Support Services
Rachael Crawford	Assist softball coach	PE, Wellness & Athletics
Ismael Martinez	Coach diving team; assist with running meets (judge, set up)	PE, Wellness & Athletics
Cheryl Mitchell	Assist softball coach	PE, Wellness & Athletics
Richard Santos	Assist son in courses due to disability.	PE, Wellness & Athletics

AGENDA ITEM	9.(c)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

REVISED CSEA, CHAPTER #211 CLASSIFIED JOB

DESCRIPTION - FROM EXTENDED CAMPUS

ASSISTANT TO STUDENT SERVICES GENERALIST

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Attached is the revised job description for the Extended Campus Assistant position. The position is being revised from Extended Campus Assistant, Range 10 to a Student Services Generalist, Range 12 in the CSEA bargaining unit. The District and CSEA have discussed this proposal and have agreed to this change.

Government Code: Board Policy: 4002	Estimated Fiscal Impact: \$16,056 total \$4.014 increase for 4 positions Center Funding
SUPERINTENDENT'S RECOMMENDATION:	□ APPROVAL □ DISAPPROVAL □ TABLE
Karen H. Ulrich Director of Human Resources PRESENTER'S NAME 4000 Suisun Valley Road	Janes D.
Fairfield, CA 94534-3197 ADDRESS	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
(707) 864-7122 TELEPHONE NUMBER	oupermiciacin-i resident
Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 2010	So Marit Delvi-Freshelli
DATE CHIDAGEREE TO	•

SOLANO COUNTY-COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION

CLASS TITLE: Extended Campus Assistant Student Services Generalist

BASIC FUNCTION: Under the direction of the Associate a Student Services or Center Dean, perform a variety of complex and technical clerical support duties and provide current and potential students with registration, financial aid, outreach, assessment, and career services at multiple sites assist in providing student services or in an assigned area such as a Satellite Location or Center.

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

REPRESENTATIVE DUTIES:

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

Provide administrative and clerical support to assigned supervisor and assigned programs and services.

Provide general information and assistance to students, staff, counselors, faculty and administrators, and the public concerning registration, and a variety of financial aid, career services and assessment.

May assist with outreach coordination activities and follow up at the Center.

Train and provide work direction to student workers. Coordinate schedules and process student worker timesheets.

Collaborate with college staff, school administrators and faculty to coordinate outreach to local high school, middle school and elementary school populations in partnership with Coordinator of Marketing & Student Recruitment.

May assist in scheduling counseling appointments.

Assist in preparing promotional materials, correspondence, reports, applications, and other written materials related to high school outreach.

Prepare and maintain a variety of records, reports; and files related to student outreach activities; maintain confidentiality of student information records.

Serve as a liaison between SCC student services programs and the Centers.

Serve as back up to open site each week-day morning and prepare it for students and staff.

Update information on electronic news board and bulletin boards.

Collect and account for money from students for registration or materials.

Assist students in completing forms, applications and other materials according to program requirements.

May collect and compile statistical data into special or periodic reports.

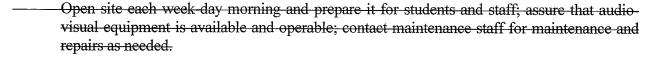
Distribute brochures, applications and other information related to the assigned function.

Use complex features of desktop publishing, word processing, database management spreadsheet or other specialized software to create, develop, format, lay out, type, proofread, and prepare a variety of documents.

Maintain various records, files, logs and lists; enter data in computer equipment and file paperwork as required.

Refer students to appropriate Student Services programs and/or counseling services counselor for professional services.

Perform other office duties including composing correspondence and written materials, establishing and maintaining filing systems; and operate a variety of office equipment and machines including computers, peripheral equipment, calculators and copiers, keyboarding and duplicating various materials.



- Update information on electronic news board and bulletin boards; assign room numbers, bookstore room and instructor mailboxes each semester; prepare site for registration each semester; announce canceled classes at instructors' request.
- Order, receive, inventory and issue supplies; perform clerical work such as composing and typing letters and memos, answering telephones, maintaining records and reports.
- May pick up mail from main campus, sort and distribute incoming mail.
- ——— Collect and account for money from students for registration or materials.
- Assist students in completing forms, applications and other materials according to program

	requirements.
	May collect and compile statistical data into special or periodic reports.
	Distribute brochures, applications and other information related to the assigned function.
	Refer students to other student services areas as appropriate.
	Use complex features of desktop publishing, word processing, database management, spreadsheet or other specialized software to create, develop, format, lay out, type, proofread, and prepare a variety of documents.
	Maintain various records, files, logs and lists; enter data in computer equipment and file paperwork as required.
	Operate a variety of office machines including microcomputers and peripheral equipment, mainframe terminal, copier, typewriter, calculator and others.
	Train and provide work direction to student assistants and temporary workers as assigned.
Secon	dary Functions:
	Assist with training of new staff.
	Perform job-related duties as assigned.

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

EDUCATION AND EXPERIENCE: Graduation from high school including or supplemented by clerical and computer training and one year of increasingly responsible clerical experience which includes the operation of personal computers using the complex features of desktop publishing, word processing, spreadsheet and data base management software or any combination of training, experience, and/or education that provides the required knowledge, skills, and abilities.

LANGUAGE SKILLS:

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

Ability to read and explain SCC policies and procedures, State and federal laws, rules and

guidelines, and community college curriculum, schedule, policies and procedures affecting assigned area of student services.

Ability to effectively present information and respond to questions from students, staff and the general public.

MATHEMATICAL SKILLS:

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

Ability to perform these operations using units of American money.

REASONING ABILITY:

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

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

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of KNOWLEDGE OF:

Community college courses and curriculum preferred.

Admissions and Records and Financial Aid rules, regulations, policies and procedures.

Regulations governing the community college registration procedures.

Rules, regulations, procedures, policies and function of federal, State and District financial aid programs.

Interpersonal skills using tact, patience and courtesy.

Applicable sections of State Education Code and other applicable laws.

Modern office practices, procedures and equipment.

Maintain records and prepare reports.

Modern office practices, procedures and equipment, including letter and report writing,

*** ****	Operate an electronic keyboard accurately at 55 words per minute.
	Use word processing, spreadsheet data base management computer software, and desktop
	publishing effectively.
	Perform assigned work with speed and accuracy.
	Establish and maintain effective and cooperative working relationships with others.
	Work independently with minimal supervision.
	Work confidentially with discretion.
	Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and
	ethnic backgrounds, including the disabled.

ABILITY TO:

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

Perform a variety of general outreach support activities related to the development, implementation and promotion of District programs and services for student recruitment purposes.

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

Provide general information regarding rules, regulations, procedures, policies and catalogs regarding student registration, financial aid, and other student services areas.

Operate a computer and applicable software.

Communicate effectively both orally and in writing.

Work independently with minimal supervision.

Meet schedules and time lines.

Establish and maintain cooperative and effective working relationships with others.

Public speaking. Speak in public.

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

Assist students in completing forms and applications.

Train and provide work direction to student and temporary workers.

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

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

Work confidentially with discretion.

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

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

Extended Campus Assistant Student Services Generalist - Continued

Page 6

employees in this classification are frequently required to travel to other District locations to attend meetings or conduct work.

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

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

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

The work assigned to this classification is typically performed in an Student-Services-office environment. While performing the duties of this classification, the employee regularly is exposed to extensive contact with students, frequent eontinual-interruptions and the hazards risks of working with eomputer-generated-video display terminals radiation. The work environment is moderately noisy. The employee in this assignment generally works-may work alone and may be confronted by persons seeking shelter within the building.

Marlys Grodt & Associates - 1993

SDKU/zg:11-29-	10
Board approved:	6/19/96, 8/11/97,

SOLANO COMMUNITY COLLEGE DISTRICT

	GOVERNING	G BOARD AGENDA ITEM	I
TO:	Members o	of the Governing Board	
SUBJECT:	WARRAN	T LISTINGS	
REQUESTED AC	CTION: APPROVA	X L	
SUMMARY:			
It is recommended	that the following war	rants be approved:	
11/05/10	Vendor Payment	11026529-11026616	\$365,651.50
11/05/10	Vendor Payment	11026617-11026622	\$ 49,215.51
11/05/10	Vendor Payment	11026623	\$800,000.00
11/16/10	Vendor Payment	11026624-11026692	\$842,870.96
11/16/10	Vendor Payment	11026693-11026697	\$ 26,790.72
11/16/10	Vendor Payment	11026698-11026737	\$ 4,636.50
11/18/10	Vendor Payment	11026738-11026814	\$181,826.89
11/24/10	Vendor Payment	11026815-11026831	\$ 7,482.33
Office of the S Administration, and Government Code: ECS 70902 & 81656	d Library. <i>Board Pol</i>	it, Office of the Vice $\frac{1}{2}$ icy: $\frac{3240}{2}$ Estimated Fis	President of Finance & scal Impact: \$2,278,474.41
	'S RECOMMENDATION	⊠ APPROVA N: □ NOT REQI	
Roy V. Sta	utzman, Consultant		
Finance & Administration		\	
	NTER'S NAME		tul p
4000 Suisun Valley Road Fairfield, CA 94534		114	Mary.
	DDRESS	JOWEL C	L. LAGUERRE, Ph.D.
70	7 864 7300		ntendent-President
h	7-864-7209 IONE NUMBER		
icleph	ONE NUMBER		
Finance &	& Administration	Dec	cember 3, 2010

December 3, 2010

ORGANIZATION

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT December 3, 2010

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

AGENDA ITEM	9.(e)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RESOLUTION TO AUTHORIZE SIGNATURES ON

OFFICIAL FINANCIAL DOCUMENTS,

RESOLUTION NO. 10/11–14

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11–14, Resolution to Authorize Signatures on Official Financial Documents. Education Code Sections 85232 and 85233 require that orders drawn on the funds of a community college district be signed by a majority of the members of the Board or by a person or persons authorized by the Governing Board to sign orders in its name. The Governing Board shall then cause to be filed with the County Superintendent of Schools the verified signature of each person, including members of the Board, authorized to sign orders in its name. In addition, District Board Policy 3090 states that a formal resolution will be approved when the designated responsible person(s) change.

Government Code: ECS 85232 and 85233 Boar	d Policy: 3090 Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	
Roy V. Stutzman, Consultant	
Finance & Administration	1 /
PRESENTER'S NAME	Service)
4000 Suisun Valley Road	The state of the s
Fairfield, CA 94534	
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
	Superintendent-President
707-864-7209	Supermendent-1 resident
TELEPHONE NUMBER	
Finance & Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 2010	
DATE SURMITTED TO	

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION TO AUTHORIZE SIGNATURES ON OFFICIAL FINANCIAL DOCUMENTS

RESOLUTION NO. 10/11 – 14

WHEREAS, In accordance with Education Code Sections 85232 and 85233, the Governing Board shall be responsible for authorizing a person or persons to sign official documents in its name and for filing the verified signature of such person or persons with the County Superintendent of Schools; now therefore be it

RESOLVED, That the authorized signatures for all official financial documents of the Governing Board of Solano Community College District include: journal entries, deposit permits, warrant register listing "Form 50," payroll deduction certification summary, retirement detail/summary reconciliation form, payroll pre-lists, and accounts payable transmittal forms, shall be any one of the following:

BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D. SUPERINTENDENT/PRESIDENT

YULIAN I. LIGIOSO VICE PRESIDENT, FINANCE AND ADMINISTRATION

J. ARTURO REYES EXECUTIVE VICE PRESIDENT, ACADEMIC AND STUDENT AFFAIRS

SOLANO COMMUNITY COLLEGE DISTRICT **GOVERNING BOARD** RESOLUTION TO AUTHORIZE SIGNATURES ON . OFFICIAL FINANCIAL DOCUMENTS **RESOLUTION NO. 10/11 – 14** (Continuing – Page 2) SUSAN C. FOFT DIRECTOR, FISCAL SERVICES KAREN H. ULRICH DIRECTOR, HUMAN RESOURCES PASSED AND ADOPTED This 15th day of December 2010, by the Governing Board of the Solano Community College District. **BOARD PRESIDENT** JOWEL C. LAGUERRE, Ph.D. **SECRETARY**

AGENDA ITEM 9.(f)
MEETING DATE December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

CONTRACT AUTHORIZATION AND SIGNATURES FOR

DISTRICT BANK ACCOUNTS, RESOLUTION NO. 10/11–15

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11–15, Contract Authorization and Signatures for District Bank Accounts. Due to changes in District administrative staff, it is necessary at this time to recommend that the Board approve the attached resolution authorizing designated staff to sign District bank agreements and accounts.

Government Code: ECS 85232 and 85233 Boar	d Policy: 3090 Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	□ APPROVAL □ DISAPPROVAL □ TABLE
Roy V. Stutzman, Consultant	
Finance & Administration	· •
PRESENTER'S NAME	
4000 Suisun Valley Road	
Fairfield, CA 94534	AAUSTON .
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7209	Superintendent-President
TELEPHONE NUMBER	
Finance & Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
December 3, 2010	
DATE SUBMITTED TO	

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

CONTRACT AUTHORIZATION AND SIGNATURES FOR DISTRICT BANK ACCOUNTS

RESOLUTION NO. 10/11 – 15

WHEREAS, District Board Policy 3080 authorizes the Governing Board to establish and maintain by resolution District bank accounts which are deemed necessary to conduct District business;

WHEREAS, A change in administrative personnel necessitates the revision of authorized signatures on all of the District's bank accounts, effective January 10, 2011; and

WHEREAS, The District maintains the following bank accounts at U.S. Bank:

• •	C	
Account		Account Number
Solano Community College Bookstore Fun	ds	1-534-0123-3165
Solano Community College County Treasu	rer's Clearing Account	1-534-0123-3132
Solano Community College Financial Aid Clearing Account	Federal	1-534-0123-3173
Solano Community College Federal Finance	ial Aid Funds	1-534-5474-6386
Solano Community College CAL Grant Fu	nds	1-534-9530-4765
Solano Community College Revolving Fun	d	1-534-9042-7538
Solano Community College Student Body	Funds	1-534-5474-8010
Solano Community College ASSC Government Market Account	nent Money	1-534-0124-7330
Solano Community College Black History	Money Market Account	1-534-0124-7256

1 SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD 2 CONTRACT AUTHORIZATION AND SIGNATURES FOR DISTRICT BANK ACCOUNTS 3 **RESOLUTION NO. 10/11.- 15** 4 5 (Continuing – Page 2) 6 7 State of California Office of the Treasurer: 8 Solano Community College District Bookstore Local Agency 75-48-001 Investment Fund (LAIF) Account 9 10 RESOLVED, That the following officers or agents, individually, are hereby authorized and 11 empowered, in the name of and on behalf of the Solano Community College District, to agree to and 12 sign proposed banking service agreements and amendments thereto 13 from time to time, and to enter into all transactions contemplated in said agreement(s); 14 15 16 Jowel C. Laguerre, Ph.D. Superintendent/President 17 18 J. Arturo Reyes Executive Vice President, Academic and Student Affairs 19 20 Yulian I. Ligioso Vice President, Finance and Administration 21 22 Susan C. Foft 23 Director, Fiscal Services 24 25 Karen H. Ulrich Director, Human Resources 26 27

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SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

CONTRACT AUTHORIZATION AND SIGNATURES FOR DISTRICT BANK ACCOUNTS

RESOLUTION NO. 10/11 - 15

(Continuing – Page 3)

RESOLVED, That the authorized signatures for disbursements on all District bank accounts
with the exception of the Solano Community College Black History Money Market Account, No.
1-534-0124-7256, shall be any two of the following:
Jowel C. Laguerre, Ph.D. Superintendent/President
J. Arturo Reyes Executive Vice President, Academic and Student Affairs
Yulian I. Ligioso Vice President, Finance and Administration
Susan C. Foft Director, Fiscal Services
Karen H. Ulrich Director, Human Resources
BE IT FURTHER RESOLVED, That the authorized signatures for disbursements on the
Solano Community College Black History Money Market Account, No. 1-534-0124-7256, shall be
the following:
Carolyn Moore President, African-American Staff Association
Cheryl Williams
Treasurer, African-American Staff Association

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

CONTRACT AUTHORIZATION AND SIGNATURES FOR DISTRICT BANK ACCOUNTS

RESOLUTION NO. 10/11 – 15

(Continuing – Page 4)

PASSED AND ADOPTED This 15th day of December 2010, by the Governing Board of Solano Community College District.

BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D. SECRETARY

AGENDA ITEM	9.(g)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RESOLUTION TO APPOINT THE OFFICIAL

PRIMARY AND ALTERNATE REPRESENTATIVE TO THE

NORTHERN CALIFORNIA COMMUNITY COLLEGES

SELF-INSURANCE AUTHORITY,

RESOLUTION NO. 10/11-16

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11–16, for the District to appoint official representatives to the Northern California Community Colleges Self-Insurance Authority (NCCC-SIA). The NCCC-SIA is a joint powers authority and it is through the NCCC-SIA that the District has its workers' compensation and property and liability insurance coverage. According to its Bylaws, each member district has a representative who attends quarterly meetings and has voting privileges as a member of the board. Effective January 10, 2011, the designated primary representative is Yulian I. Ligioso, Vice President, Finance & Administration, and the alternate representative is Karen H. Ulrich, Director, Human Resources.

Government Code: ECS 81603 Board Poli	cy: 3400 Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	
Roy V. Stutzman, Consultant Finance & Administration	\
PRESENTER'S NAME	Maria
4000 Suisun Valley Road Fairfield, CA 94534	Allani .
· ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7209	Superintendent-President
TELEPHONE NUMBER	•
Finance & Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY
December 3, 2010	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	•

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION APPOINTING OFFICIAL REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE NORTHERN CALIFORNIA COMMUNITY COLLEGES SELF-INSURANCE AUTHORITY

RESOLUTION NO. 10/11 – 16

WHEREAS, Solano Community College District is a member of the Northern California Community Colleges Self-Insurance Authority;

WHEREAS, Northern California Community Colleges Self-Insurance Authority entitles each member district to have a representative attend all meetings of the Board of Directors;

WHEREAS, The Bylaws of the Northern California Community Colleges Self-Insurance
Authority entitles each member district to appoint this representative; and

WHEREAS, The Bylaws of the Northern California Community Colleges Self-Insurance Authority entitles each member of the Authority to designate his/her alternate; now therefore be it

Administration, is hereby appointed as Official Representative, and Karen H. Ulrich, Director,

Human Resources is hereby appointed as Official Alternate for Solano Community College District attend the Northern California Community Colleges Self-Insurance Authority meetings.

RESOLVED, That effective January 10, 2011, Yulian I. Ligioso, Vice President, Finance &

PASSED AND ADOPTED This 15th day of December 2010, by the Governing Board of the Solano Community College District.

BOARD PRESIDENT	

JOWEL C. LAGUERRE, Ph.D. SECRETARY

AGENDA ITEM	9.(h)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RESOLUTION TO APPOINT THE OFFICIAL PRIMARY

REPRESENTATIVE TO THE RETIREE HEALTH

BENEFIT PROGRAM JOINT POWERS AGENCY (JPA),

RESOLUTION NO. 10/11-17

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Board approval is requested for Resolution No. 10/11–17, resolution to appoint the official primary representative to the Retiree Health Benefit Program Joint Powers Agency (JPA). Administered through the League, the District has been a member of the JPA since 2005. The JPA was established by the League and provides participating districts: (1) recommendations for the actuarial services required to properly calculate each district's annual post-employment benefit cost and accumulated liability every two years as required; (2) a trust arrangement for accumulating irrevocable benefit funds; and (3) a professionally managed pooled investment program for accumulated benefit funds.

Effective January 10, 2011, the designated primary representative is Yulian I. Ligioso, Vice President, Finance & Administration, and the alternate is Karen H. Ulrich, Director of Human Resources.

Government Code: GASB 45 Board Policy (Governmental Accounting Standards Board) Government Code Sections 536020-53622	: 3005 Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
Roy V. Stutzman, Consultant Finance & Administration	٠ ٨
PRESENTER'S NAME	Source ()
4000 Suisun Valley Road Fairfield, CA 94534	A Comment
ADDRESS	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
707-864-7209	Supermonatin Tresident
TELEPHONE NUMBER	
Finance & Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 2010	
DATE SUBMITTED TO	

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD

RESOLUTION TO APPOINT THE OFFICIAL PRIMARY REPRESENTATIVE TO THE RETIREE HEALTH BENEFIT PROGRAM JOINT POWERS AGENCY (JPA)

RESOLUTION NO. 10/11 – 17

WHEREAS, The Solano Community College District is a participating member of a Retiree Health Benefit Program Joint Powers Agency (JPA);

WHEREAS, From time to time there is a need to certify the appointment of representatives from the Solano Community College District to the Retiree Health Benefit Program JPA; now therefore be it

RESOLVED, That effective January 10, 2011, the Solano Community College District hereby appoints Yulian I. Ligioso, Vice President, Finance & Administration, as the designated primary representative and Karen H. Ulrich, Director, Human Resources, as the designated alternate representative of the District to the Retiree Health Benefit Program JPA.

PASSED AND ADOPTED This 15th day of December 2010, by the Governing Board of the Solano Community College District.

JOWEL C. LAGUERRE, Ph.D. SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RENEWAL AGREEMENT BETWEEN BAY AREA CLEAN

WATER AGENCIES AND SOLANO COMMUNITY COLLEGE DISTRICT TO PROVIDE SPECIAL

EDUCATION SERVICES

REQUESTED ACTION:

APPROVAL

SUMMARY:

Solano Community College District Contract Education will provide credit classes, Water 100, Wastewater Treatment 1, WATER 103, Biological Principles of Water & Wastewater, WATER 104, Water Treatment I, WATER 105, Wastewater Treatment II, WATER 107, Mathematics for Water & Wastewater, for up to 30 students per class, for BACWA member organizations.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites, to be determined. Classes will begin in January 2011.

BACWA will compensate the District for all services rendered and expenses at a rate of seventy thousand dollars (\$70,000). The cost is inclusive for all instruction and teaching/training materials.

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

Approval is requested at this time.

SUPERINTENDENT-PRESIDENT

Government Code: 78021 Board Policy:	3520 Estimated Fiscal Impact: \$ 70,000 Revenue
SUPERINTENDENT'S RECOMMENDATION:	
Deborah Mann, Director	
Workforce and Economic Development	ı å
PRESENTER'S NAME	
4000 Suisun Valley Road	The state of the s
Fairfield, CA 94534	A MANA
ADDRESS	
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7195	Superintendent-President
TELEPHONE NUMBER	
Academic and Student Affairs	December 3, 2010
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
December 3, 2010	The state of the s
DATE SUBMITTED TO	

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 Bay Area Clean Water Agencies, hereinafter referred to as "BACWA."

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide credit classes, WATER 100, Wastewater Treatment I, WATER 103, Biological Principles of Water & Wastewater, WATER 104, Water Treatment I, WATER 105, Wastewater Treatment II, WATER 107, Mathematics for Water & Wastewater, for up to 30 students per class, for BACWA member organizations.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at various BACWA sites, to be determined. Classes will begin in January 2011, exact dates to be determined. Additional training can be scheduled as needed with an addendum to this contract.
- C. The District will maintain the BACWWE (Bay Area Consortium Water & Wastewater Education) website
- D. BACWA will recruit, identify and select all trainees who will participate in training.
- E. BACWA will compensate the District for all services rendered and expenses at a rate of seventy thousand dollars (\$70,000). The cost is inclusive of all instruction and teaching/ training materials.
- F. Payments by BACWA to the District will be due upon receipt of invoice. An invoice will be generated upon completion of the first month of instruction.
- G. This contract may be terminated by either party with notice of ten (10) business days.
- H. IT IS MUTUALLY UNDERSTOOD that BACWA 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 BACWA and the District respectively.
- I. The District will indemnify, and hold harmless, in any actions of law or equity, BACWA, 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 BACWA. 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.

- J. BACWA 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 BACWA under this Agreement or of any persons directly or indirectly employed by, or acting as agent for BACWA, 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 BACWA 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 BACWA 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.
- K. BACWA 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 BACWA's non-compliance with this section, the Agreement may be canceled, terminated, or suspended in whole or in part by the District.

David W. Tucker BACWA Chair	Jowel C. Laguerre, Ph.D. Superintendent/President
6114 LaSalle Avenue, No. 456 Oakland, CA	Solano Community College District Fairfield, CA
Date	Date

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

EXTENSION OF CONTRACT WITH STRATA

INFORMATION GROUP

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The District entered into a contract with Strata Information Group (SIG) to assist with the original Banner implementation. As part of that contract, SIG developed custom programs that are being used in our system. As SCC staff work toward becoming self sufficient, questions arise with regard to these custom programs. Additionally, as the system gets updated, problems arise with the programs. Finally, SIG has performed many Banner implementations and have supported relationships with many Banner customers. They have valuable expertise with Banner that our staff does not yet have, but will obtain over time.

The Board is being asked to extend our contract with SIG so that their resources can be made available as needed to assist District staff. An open purchase order for the amount of \$10,000 will be produced and used to obtain these services, if and when they are needed. This contract ensures availability of resources and limits the amount of compensation to current rates with a modest \$5 per hour, per year increase for the next three years.

Government Code: Board Policy:	Estimated Fiscal Impact: \$10,000 General Fund
SUPERINTENDENT'S RECOMMENDATION:	
James Ennis	
Interim Chief Information Systems Officer	Λ
PRESENTER'S NAME	- Selicion
400 Suisun Valley Road Fairfield, CA 94534	Alland
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7104	Superintendent-President
TELEPHONE NUMBER	-
Information Systems	December 3, 2010
ORGANIZATION	DATE APPROVED BY
December 3, 2010	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

Amended Professional Services Agreement

Solano Community College District And Strata Information Group

Amendment No. 4

The Agreement made on June 8, 2006 between the Solano Community College District and Strata Information Group (SIG) is hereby amended to be effective July 1, 2010. The following changes are made to the Agreement:

2. Compensation

Date:

The hourly rate will remain the same through June 30, 2011. Solano Community College District will pay SIG \$150.00 per hour plus reasonable travel expenses to provide the services specified in Exhibit A-3. SIG will invoice monthly for labor, travel time and travel expenses. Payment indicates acceptance of service. Rates for services are effective for 12 months from the date of this Amendment, and will increase by \$5.00 per hour for each year thereafter. No other increase in the amount or scope of services is authorized without formal amendment to the Agreement.

<u>4. Term</u>

The term of the Agreement is extended to June 30, 2013.

The signatures below indicate approval of this Amendment.

Replace the amended Exhibit A-2 with the attached Exhibit A-3 to the Agreement

THERE ARE NO OTHER CHANGES

For Solano Community College District:

For Strata Information Group:

Name:

Henry A. Eimstad

President

Professional Services Agreement EXHIBIT A-3

Solano Community College District Statement of Work Banner® Services

Under the terms of this Agreement, SIG will provide consulting services for the staff of the District, as directed, to perform the following work:

Provide a variety of consulting service resources as requested for Banner® and Oracle® functional, subject matter and technical assistance. Each request will be accompanied by a defined scope of work.

Changes in the scope of work, technical specifications, or lack of needed and timely connectivity could result in a reevaluation of the estimated project cost.

General Consulting and Support Services

- Business process analysis services
- Information technology strategic planning
- Change management services

SGHE Banner® Functional and Technical Services

- Functional support services for:
 - SGHE Banner® Student including the Self Service functionality SGHE Banner® Finance including the Self Service functionality

 - SGHE Banner® Human Resources including the Self Service functionality SGHE Banner® Financial Aid including Self Service functionality

 - SGHE Banner® Advancement including Self Service functionality
 - SGHE Banner® Document Management Suite
 - SGHE Banner® Relationship Management Suite
 - SGHE Luminis®
 - SGHE DegreeWorks®
 - SGHE CAPP®
 - SGHE WorkFlow®
- Technical support services for:
 - SGHE Banner® Student including the Self Service functionality
 - SGHE Banner® Finance including the Self Service functionality
 - SGHE Banner® Human Resources including the Self Service functionality
 - SGHE Banner® Financial Aid including Self Service functionality
 - SGHE Banner® Advancement including Self Service functionality
 - SGHE Banner® Document Management Suite
 - SGHE Banner® Relationship Management Suite
 - SGHE Luminis®
 - SGHE DegreeWorks®
 - SGHE CAPP®
 - SGHE WorkFlow®
- Evisions Argos® Reporting services
- Evisions FormFusion®
- Evisions IntelliCheck®
- Banner® Operational Data Store (ODS)
- Database administration support services
- System administration services
- Other technical and functional services for Banner® and associated third party vendor products

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL OF AT&T MASTER AGREEMENT

REQUESTED ACTION:

APPROVAL

SUMMARY:

In July 2006, the District entered into an agreement with AT&T to establish a fiber optic network between the Fairfield campus and the Vacaville Center, Vallejo Center, Nut Tree Hanger, Harbor Theatre, and the Small Business Development Center. That contract established service levels to these locations at 10mb and at 100mb for the Fairfield campus as the center of the network. There is one year remaining on the existing contract.

Additionally, through monitoring of these circuits, we have learned they are regularly maxing out the capacity of the circuits. With the introduction of additional services at the Centers and the plan for other services to be deployed, it is now necessary to increase the service levels to the Centers. Since we are doing, this we also want to provide a circuit to Travis Air Force Base (TAFB), which is the only District remote site without such a connection.

CONTINUED ON NEXT PAGE:

SUPERINTENDENT-PRESIDENT

Government Code:	Board Policy:	Estimated Fiscal Im	pact: \$ 11,059.56
			General Fund
SUPERINTENDENT'S RE	COMMENDATION:		☐ DISAPPROVAL ☐ TABLE
James E	nnis		
Interim Chief Informati		\wedge	
PRESENTER		Lect	HJA
400 Suisun Va Fairfield, C		Att	My .
ADDR	ESS	JOWEL C. LAGU Superintendent-	•
707-864-	7104		
· TELEPHONE	NUMBER		
Information	Systems	December 3	, 2010
ORGANIZ		DATE APPRO SUPERINTENDEN	OVED BY
December :	3, 2010		
DATE SUBMI	TTED TO		

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

RENEWAL OF AT&T MASTER AGREEMENT

REQUESTED ACTION:

APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Therefore, we are asking for approval to proceed with renewing the AT&T contract for three years, with an increase in service levels to the Centers to 50mb, the addition of 10mb service to TAFB, and a corresponding increase to 150mb at the Fairfield campus, to accommodate the increased service levels at the remote sites.

The cost of the current contract is \$6,151 per month and the cost of the new contract will be \$7,995.25, an increase of \$1,843.25 per month. However, we applied for and have been granted California Teleconnect Fund (CTF) discounts that cut the cost of the existing contract by 50% to \$3,075.50. These same discounts will also apply to the new contract; thus, making the cost only \$3,997.13 for an actual monthly increase of \$921.63 with a five-fold increase in capacity to the Centers and a ten-fold increase in capacity to TAFB.



Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory in the State of California

Pursuant to Tariff(s) and/or Guidebook

Master Agreement # 20060717-0331; date last signed July 17, 2006

CUSTOMER ("Customer")	AT&T ("AT&T")
Solano Community College District Street Address: 4000 Suisun Valley Road City: Fairfield State: California Zip Code: 94534	For purposes of this Pricing Schedule, AT&T means the Service Provider(s) specifically identified herein.
Billing Address (if different) Street Address: City: State: Zip Code:	,
CUSTOMER Contact (for Contract Notices) Name: James Ennis	AT&T Sales Contact Information and for Contract Notices Primary Sales Contact Name: Jeff Davis
Title:	Title: Technical Sales Consultant II
Telephone: 707-864-7104 Fax: 707-863-7845 Email: James.Ennis@solano.edu	Telephone: 707-664-6853 Fax: 707-793-9241 Email: jd1452@att.com
Address for Notices ☐ Same as Cust. Address above ☐ Same as Billing Address Address for Notices (if different)	Street Address: 1500 Valley House Drive City: Rohnert Park State: California Zip Code: 94928 With a copy to:
Street Address: City: State: Zip Code:	AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule ("Pricing Schedule") is an Addendum to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider within its respective service area. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto, and referencing this document.

On the Term Start Date (defined herein), this Pricing Schedule will supersede and replace in its entirety the following document: ICB PS # 234878-1-1 and ICB PS # 161445-1-1.

[____] By initialing, Customer hereby acknowledges receipt of the AT&T customer building / site preparation document for OPT-E-MAN Service which describes the physical conditions of customer premises that must be made available before Service can be installed. Note: Customer site preparation is a major factor impacting service implementation dates.

Service Provider: Pacific Bell Telephone Company d/b/a AT&T California

Customer (by:its:authorized:representative)	AT&T (by its authorized) representative)
By: Printed or Typed Name:	By: Printed or Typed Name:
Title:	Title:
Date:	Date:

ICB eCRM # 1-E1UVW4 eCRM SR # 1-FZ58Y0 th1357 11/12/10/CH

AT&T and Customer Confidential Information

S Telco Data (when CA included = 96a) S ICB Telco PS v.07/07/10



Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory in the State of California Pursuant to Tariff(s) and/or Guidebook

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

"Cutover" of a Service Component occurs when the Service Component is first provisioned and made available for Customer's use at any single Site pursuant to this Pricing Schedule.

"Effective Date" of this Pricing Schedule is the date on which the last party signs this Pricing Schedule, unless a later date is required by regulation or law.

"Minimum Payment Period" means, in respect to any Service Component, the minimum period for which Customer is required to pay recurring charges for the Service Component.

"Service Component" means an individual component of a Service provided under this Pricing Schedule.

2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED

Service is provided pursuant to the terms and conditions set forth in the appropriate Tariff(s) and/or Guidebook. The order of priority of the documents that form this agreement is: this Pricing Schedule; the Master Agreement; and Tariffs and/or Guidebook; provided that, inconsistent tariff terms.

Service	Description
OPT-E-MAN®	OPT-E-MAN® Service. OPT-E-MAN® Service transparently interconnects two or more Customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. OPT-E-MAN® Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps. The handoff to Customer will be a 10/100 Mbps or 1 Gbps Ethernet interface.
<u>-</u>	Customers may connect any two or more locations together, as long as they are in the same LATA or MAN and OPT-E-MAN® Service is available. OPT-E-MAN® Service offers logical point-to-point or point-to-multipoint or multipoint-to-multipoint configurations that support Ethernet-to-Ethernet LAN connections. If Customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges, with a limit of 100 MAC addresses total per port as set forth in the applicable Tariff or Guidebook.

3. <u>TERM START DATE; PRICING SCHEDULE TERM; MINIMUM PAYMENT PERIOD; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM</u>

Unless otherwise stated herein, the Term Start Date shall begin on the later of (1) Cutover of the first Service Component at the first Customer Site, or (2) the Effective Date or (3) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Service. The term of this Pricing Schedule shall be thirty-six (36) months after the Term Start Date ("Pricing Schedule Term")' provided, however, that if Customer orders additional Service Components, the provisions of this Pricing Schedule applicable to such additional Service Components will survive until the end of the Minimum Payment Period for any such additional Service Components. Unless otherwise stated herein, the Minimum Payment Period for all Service Components included in this Pricing Schedule is thirty-six (36) months.

Rates or discounts under this Pricing Schedule shall be applied on the Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service.

ICB eCRM # 1-E1UVW 4 eCRM SR # 1-FZ58Y0 th1357 11/12/10/CH

AT&T and Customer Confidential Information

S Telco Data (when CA included = 96a)
S ICB Telco PS v.07/07/10

Page 2 of 6



Pursuant to Tariff(s) and/or Guidebook

Upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service), or (b) continue using the Service on a month-to-month service arrangement, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms and conditions applicable to the Service on thirty days' notice.

This Pricing Schedule will expire when Service or Service Components are no longer provided under this Pricing Schedule.

New Service Components in at least the minimum quantities specified in Section 11.2 must be ordered under this Pricing Schedule with a scheduled installation date not later than six (6) months after the Term Start Date.

4. ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

"Add or Upgrade in Service" is defined as: Additional Service or Service Components, or upgrade to a higher bandwidth capacity (increase in the Committed Information Rate (CIR)), and/or to a higher Grade of Service, at location(s) listed in Section 12 of this Pricing Schedule.

Add or Upgrade in Service permitted under this Pricing Schedule is defined by Service Category in Section 4.1 below and limited to Add or Upgrade in Service within the specified category of Service. If the equipment and facilities (such as outside plant, cable, capacity and memory) are available, Service provided herein as requested by Customer as a Add or Upgrade in Service will (unless otherwise provided below) be at the monthly recurring rates and non-recurring charges, if applicable, as provided in Section 11.2. If the equipment or facilities are not available, special construction charges may apply. For additional Service, Customer will be responsible for payment for the new Service Components in addition to the any Service Components initially or subsequently installed under this Pricing Schedule. For an Upgrade, Customer will be responsible for payment for the Upgraded Service Components in lieu of the charge for the Service Components receiving the Upgrade and the Upgrade will be coterminous with the Minimum Payment Period for the Service Components being Upgraded, but downgrade of any Service Components will result in termination charges as identified elsewhere within this Pricing Schedule. Upgrades may be purchased at any time during the Pricing Schedule Term.

Unless otherwise stated herein, for all other installations, adds, moves and changes of any Service Component provided hereunder, Customer will pay the prevailing Tariff or Guidebook recurring and non-recurring charge. If the Service or Service Component is available only under an individual case pricing, then for all other installations, adds, moves and changes of any Service or Service Component provided hereunder Customer will pay AT&T's price for such installation, add, move or change, as determined by AT&T at the time of the installation, add, move or change.

For the Service Components listed under the "Quantity New" column in Section 11.2 below, the monthly rate per USOC as provided in Section 11.2 includes the non-recurring charge (or portion thereof) to initially provision and install the new Service.

4.1. Add & Upgrade Capability

Service Category	Add: & Upgrade Capability
OPT-E-MAN®	Upgrade in the Committed Information Rate (CIR) or Grade of Service up to the maximum speed supported by the physical connection and/or available for Service (whichever is lower), at a location listed in Section 12 of this Agreement is allowed as described in Section 4 above. The rate applied to the upgraded Service Components will be 43% discount off of the Tariff or Guidebook rates then in effect for the higher speed CIR or Grade of Service for the term plan equal to the Agreement Term, or if no such term plan exists then the next lower term plan. The upgrade rates may not be applicable to Upgrades which require physical changes to AT&T's equipment or connections at the customer premises.

ICB eCRM # 1-E1UVW4 eCRM SR # 1-FZ58Y0 th1357 11/12/10/CH

AT&T and Customer Confidential Information
Page 3 of 6

S Telco Data (when CA included = 96a) S ICB Telco PS v.07/07/10



Pursuant to Tariff(s) and/or Guidebook

5. PRICING

Customer will pay the rates set forth in Section 11.2 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein, and when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply.

6. TAXES & OTHER CHARGES

- 6.1 Other Rate Elements. Any rate elements not described herein will be subject to the applicable rates and charges outlined in the Tariff(s) or Guidebook(s).
- 6.2 Additional Charges and Taxes. Rates set forth in this Pricing Schedule and the Tariff(s) or Guidebook(s) are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

7. <u>TERMINATION BEFORE EXPIRATION OF PRICING SCHEDULE TERM OR MINIMUM PAYMENT PERIOD (E.G., TERMINATION FOR CONVENIENCE)</u>

- 7.1 If Customer cancels Service, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, prior to Cutover, the Customer must reimburse AT&T for all expenses incurred in processing this Pricing Schedule and installing the required equipment and facilities completed up to the date of cancellation, and termination liability as provided in this section below shall not apply.
- 7.2 If Customer terminates a Service or Service Component, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Pricing Schedule Term or Minimum Payment Period applicable to such Service or Service Component, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the monthly recurring charges rate for the terminated Service or Service Component as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Minimum Payment Period applicable to such Service or Service Component at the time of termination, and (c) any unpaid applicable special construction liabilities and/or any customer premises custom fiber build liabilities.
- 7.3 Unless otherwise stated herein, Service provided under this Pricing Schedule must remain at the location(s) at which the Service is installed for the entire Pricing Schedule Term or the Minimum Payment Period applicable to such Service. If Customer fails to maintain the Service provided under this Pricing Schedule at the locations required under the preceding sentence for any reason other than default by AT&T, Customer shall be liable for termination charges calculated in the manner specified in this Section.

8. TARIFFS AND REGULATORY REQUIREMENTS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff or Guidebook. If approval is required and not obtained, then this Pricing Schedule will received.

ICB eCRM # 1-E1UVW4 eCRM SR # 1-FZ58Y0 th1357 11/12/10/CH

AT&T and Customer Confidential Information

S Telco Data (when CA included = 96a) S ICB Telco PS v.07/07/10

Page 4 of 6



Pursuant to Tariff(s) and/or Guidebook

9. SPECIAL TERMS AND CONDITIONS

- 9.1 Access Right. Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillarly equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work
- 9.2 <u>California Terms and Conditions.</u> To the extent this Pricing Schedule relates to regulated Services provided in California, Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.

10. SERVICES AND JURISDICTION CERTIFICATION

Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service constitutes ten percent (10%) or less of the total traffic on the Service.

11. CUSTOMER COMMITMENT AND RATES

11.1. Customer Commitment

SERVICE QUANTITY COMMITMENT

AS SPECIFIED IN SECTION 11.2

Customer agrees to purchase the Service identified in Section 11.2 in the quantities identified in Section 11.2 for the duration of the applicable Minimum Payment Period.

If Customer does not order at least the specified quantities of each of the New Service Components identified in Section 11.2 below and have them installed pursuant to this Pricing Schedule, AT&T reserves the right to charge a one-time shortfall charge of 50% of the Monthly Recurring Rate for each such Service Component not installed by the end of such time period times the number of months in the applicable Minimum Payment Period. Customer will be billed for the shortfall charge, and payment will be due 30 days after the invoice date.

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Pursuant to Tariff(s) and/or Guidebook

11.2 Rates

Service Components, Quantities, Monthly Rates, and Non-recurring/One-time Charges

Service	Description – Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge / One- time charge, each
Opt-E-MAN – CA	Basic Connection 1G / P9FGX	_	1	\$ 570.00	
Opt-E-MAN – CA	Basic Connection 10/100 Mbps / P9FEX	1	6	\$ 370.50	-
Opt-E-MAN – CA	CIR - 150 Mbps (Silver) / R6ENC	1	-	\$ 1,011.75	
Opt-E-MAN – CA	CIR - 50 Mbps (Silver) / R6EHC	2	_	\$ 698.25	-
Opt-E-MAN – CA	CIR - 10 Mbps (Silver) / R6EBC	1	4	\$ 484.50	
Opt-E-MAN – CA	CIR - 20 Mbps (Silver) / R6EDC	Growth	-	\$ 627.00	
Opt-E-MAN – CA	CIR - 100 Mbps (Silver) / R6ELC	Growth	-	\$ 798.00	-
Opt-E-MAN CA	CIR - 250 Mbps (Silver) / R6EQC	Growth	-	\$ 1,125.75	_
Opt-E-MAN – CA	CIR - 500 Mbps (Silver) / R6ETC	Growth	_	\$ 1,311.00	-
Opt-E-MAN – CA	CIR - 600 Mbps (Silver) / R6EUC	Growth	-	\$ 1,496.25	
Opt-E-MAN – CA	CIR - 1 Gbps (Silver) / R6EZC	Growth	-	\$ 1,695.75	-

12. SERVICE LOCATIONS

4000 SUISUN VALLEY RD, SUISUN CITY, CA 94585 (Upgrade site)	CLLI: SUISCAAD
2001 N. Village Pkwy., Vacaville, CA 95688 (Upgrade site)	CLLI: VCVLCAYE
545 COLUMBUS PKWY, VALLEJO, CA 94591 (Upgrade Site)	CLLI: VLLJCAVT
530 Hickam Ave., Fairfield, CA 94535 (New Site, on Travis AFB, so	CLLI: FRFDCADI
may need eng. To verify address)	
301 COUNTY AIRPORT RD, VACAVILLE, CA 95688 (Existing Site)	CLLI: VCVLCAPH
1990 AKERLY DR, VACAVILLE, CA 95688 (Existing Site)	CLLI: VCVLCAPN
360 CAMPUS LN, FAIRFIELD, CA 94585 (Existing Site)	CLLI: FRFDCAJC
720 MAIN ST, SUISUN CITY, CA 94585 (Existing site)	CLLI: SUISCAAL

End of Document

AGENDA ITEM	11.(a)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board		
SUBJECT:	RESIGNATION TO RETIRE		
REQUESTED ACTION:	APPROVAL		
SUMMARY:			
Name	Assignment	Effective	
Sharron G. Murray	Administrative Assistant II, Workforce & Economic Development	12/30/10	*.

10 years, 2 months

Government Code; Board Policy:	4240 Estimated Fiscal Impact: None
SUPERINTENDENT'S RECOMMENDATION:	
Karen Ulrich	
Director of Human Resources	k \(
PRESENTER'S NAME	
4000 Suisun Valley Road	
Fairfield, CA 94534-3197	Mary .
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
	Superintendent-President
(707) 864-7122	
TELEPHONE NUMBER	-
Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
December 3, 2010	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

AGENDA ITEM	11.(b)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

RESOLUTION HONORING SHARRON G. MURRAY

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

Sharron G. Murray has served the Solano Community College District with distinction since spring 2000 when she became a student at Solano Community College and began working as a student worker in Human Resources before serving as the Short-term/Temporary Clerical Specialist from June 1, 2000 through October 18, 2000. Ms. Murray began a regular assignment in Human Resources on October 19, 2000. Ms. Murray will retire from her current position as Administrative Assistant II in Workforce and Economic Development for Contract Education and Training, effective December 30, 2010.

Best wishes are extended to Sharron for a well-deserved retirement, with sincere thanks for her many contributions to Solano Community College.

2011/00/2012 10/2012 10 2011 10 10 10 10 10 10 10 10 10 10 10 10	
Government Code: Board Policy:	Estimated Fiscal Impact: \$ N/A
SUPERINTENDENT'S RECOMMENDATION:	
J. Arturo Reyes, Executive Vice President Academic and Student Affairs	^
PRESENTER'S NAME	La serie Co
400 Suisun Valley Road Fairfield, CA 94534	A CHAMP
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7102	Superintendent-President
TELEPHONE NUMBER	
Academic and Student Affairs	December 3, 2010
ORGANIZATION	DATE APPROVED BY
December 3, 2010	SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	

2 3 5

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD RESOLUTION HONORING

SHARRON G. MURRAY

Whereas, Sharron Murray has served the Solano Community College District with distinction since spring 2000 when she became a student at Solano Community College and began working as a student worker in Human Resources before serving as the Short-term/Temporary Clerical Specialist from June 1, 2000 through October 18, 2000;

Wherear, Sharron Murray began a regular assignment in Human Resources on October 19, 2000:

Whereas, Sharron Murray, in addition to her ever-increasing responsibilities at Solano Community College, served in various capacities in Human Resources as a Technician, and as a Specialist for Employment/Recruitment through July 11, 2010;

Whereas, Sharron Murray will retire from her current position as Administrative Assistant II in Workforce and Economic Development for Contract Education and Training, effective December 30, 2010;

Whereas, In addition to her regular duties, Ms. Murray worked on various committees successfully, such as the Recognition and Retirement Committee, the Classified Employees Week annual event (Survivor theme), and tirelessly served on the Accreditation Committee for Standard III;

Whereas, Sharron Murray's support of Solano Community College programs and activities, students, faculty, and staff has always been enthusiastic and dedicated to student success;

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SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD RESOLUTION HONORING

SHARRON G. MURRAY

(Continuing - Page 2)

Wherex, Sharron Murray has at all times been an ambassador for Solano Community College in the community and an advocate for the community college system by having her son complete his general education requirements at Solano Community College and Shasta Community College before transferring to Arizona State University; and

Whereas, Sharron Murray's dedication and commitment to Solano Community College has earned the respect of the community, the College staff, faculty, and students; now, therefore be it

Resolved, That Sharron Murray will be sorely missed, and the Governing Board expresses its sincere appreciation for her many contributions and wishes her well in her well-deserved retirement and future endeavors.

Rassed and Adopted, This 15th Day of December 2010, by the Governing Board of the Solano Community College District.

Denis Honeychurch, J.D., President	A. Marie Young, Vice President
James M. Claffey	Sarah E. Chapman
Pam Keith	Phil McCaffrey
Rosemary Thurston	John M. Glidden, Student Trustee

AGENDA ITEM	12.(a)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

EXTENSION OF AGREEMENT WITH PROFESSIONAL

PERSONNEL LEASING

REQUESTED ACTION:

APPROVAL

SUMMARY:

Board approval is requested to extend the agreement with Professional Personnel Leasing (PPL) for the consulting services of Roy V. Stutzman, a consultant in Finance & Administration.

It is requested to utilize Mr. Stutzman's services on an hourly basis from January 1, to February 28, 2011. Mr. Stutzman will provide professional expertise and guidance to ensure a smooth transition to the incoming Vice President of Finance & Administration, as well as present a workshop entitled "Anatomy of a Budget" during a special-called Board Study session scheduled for January 12, 2011. The agreement amount is not to exceed \$15,000 and includes PPL's service fee.

Attached is a copy of the agreement.

SUPERINTENDENT-PRESIDENT

Government Code: ECS 81656 Board Policy: 32.	20 & 3225 Estimated Fiscal Impact: \$15,000
SUPERINTENDENT'S RECOMMENDATION:	
Roy V. Stutzman, Consultant Finance & Administration PRESENTER'S NAME	
4000 Suisun Valley Road . Fairfield, CA 94534	All Mary
ADDRESS 707-864-7209	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
TELEPHONE NUMBER	
Finance & Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 2010 DATE SUBMITTED TO	

AGREEMENT BETWEEN

PROFESSIONAL PERSONNEL LEASING, INCORPORATED.

And

SOLANO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this 15th day of December, 2010, by and between Solano Community College District (hereinafter "District") and Professional Personnel Leasing, Inc., a California Corporation (hereinafter "Contractor") to provide professional and administrative services to District.

IT IS MUTUALLY AGREED that Contractor will provide professional and administrative services under the following terms and conditions listed below and as shown in Appendix "A".

NOW, THEREFORE, it is agreed as follows:

- 1. Assignment of Personnel. Contractor shall assign Subcontractor Roy V. Stutzman to perform the services described in this agreement and represents that he is fully qualified and competent to perform the enumerated duties. If at any time for any reason Subcontractor is unable to perform the services described in this agreement to the satisfaction of the District, the District may terminate this agreement upon 5 days notice to Contractor. Notice of termination may be given by mail, telephone or fax.
- 2. **District Support.** When the District requests in writing that they wish the Subcontractor to attend an educational conference, the District shall reimburse the Subcontractor for necessary transportation, meals, lodging, and registration fees for such conference in accordance with existing District policy and regulations.
- 3. **Indemnification.** Contractor agrees to defend indemnify and hold harmless the District and its officers, agents and employees from and against all claims, damages losses and expenses, including but not limited to attorney fees arising out of or resulting from the Contractor performance of this Agreement, which are not caused by District negligence, willful misconduct or lack of good faith.

District agrees to defend indemnify and hold harmless the Contractor and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from the Districts performance of this Agreement, which are not caused by Contractors negligence, willful misconduct or lack of good faith.

- 4. Contractor / Sub Contractor Not Employee of District. It is understood that Contractor is responsible for the actions of its officers, employees, and servants; that District does not assume any liability under law for any act of Contractor, its officers, agent or employees while traveling to or performing the duties set forth in this Agreement. Furthermore, as Sub Contractor is a self employed independent contractor, neither the District nor PPL shall be responsible for the payment of any unemployment insurance, Workers' Compensation Insurance, Social Security or Medicare taxes, or contribution of federal or state income tax withholding for or on behalf of the Sub Contractor.
- 5. **Payment.** Payment in consideration of this Agreement shall be One hundred twenty four dollars (\$124.00) per hour of service rendered by the Subcontractor which includes all PPL administrative fees. PPL will bill District at the end of each month for Subcontractor services outlined in Appendix "A". The District will reimburse Contractor for services provided within thirty days (30) of receipt of a valid invoice.
- 6. **Status of District and PPL.** It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between District and Contractor, but is, rather, an agreement by and between the independent contractors, these being District and Contractor.
- 7. Limitations of Consultant Powers. Subcontractor shall perform the services as defined in Appendix "A". To the extent that the law allows, Subcontractor may discharge duties that are consistent with his status as an independent contractor. The District shall designate an employee(s) to discharge those duties and exercise those powers which can only be vested in a person employed by the District, and in that capacity the designated employee(s) and Subcontractor shall coordinate to ensure the orderly and consistent administration of the area of consultation.
- 8. Compliance with Laws. Subcontractor shall comply with all applicable Federal/State/Local laws, administrative regulations, District policies, and executive orders including but not limited to laws prohibiting discrimination based on age, disability, sex, race, creed, national origin and marital status.
- 9. Terms of Agreement. This Agreement shall remain in full force and effect beginning January 1, 2011 and ending February 28, 2011. This Agreement may be extended or canceled by mutual agreement of all parties hereto.

CONTRACT # SCCD121001 TAX ID # 33-0205012

PROFESSIONAL PERSONNEL LEASING, INCORPORATED.

DATED: December 7, 2010	Ву:
	Guy F. Lease, Ed.D.
	Executive Vice President-Chief Financial Officer
	PO Box 17457
	South Lake Tahoe, CA 96151
	Tel: 530 544-3973
	guy.lease@gmail.com
	SOLANO COMMUNITY COLLEGE DISTRICT
DATED:	Ву:
	Jowel C. Laguerre, Ph.D.
*	Superintendent/President
	4000 Suisun Valley Road
	Fairfield, CA 94534-3197
	Tel: 707-864-7112

APPENDIX "A" INDEPENDENT CONTRACTOR PROFESSIONAL PERSONNEL LEASING, INCORPORATED. ROY V. STUTZMAN

SUBCONTRACTOR / Principal Consultant

DESCRIPTION OF SERVICES:

Consult and advise the Superintendent/President, Vice President of Finance & Administration and other District administration in matters pertaining to the financial and administrative services of the District. These matters include, but are not restricted to the following:

- 1. Advise on the proper fiscal and budgetary management of the District.
- 2. Advise on the District's academic schedule and strategic plan from a fiscal perspective.
- 3. Serve as District liaison with District administrative services to advise the Superintendent/President and District officers on such matters as accounting, payroll, purchasing, human resources, facilities planning and resource planning, and other such services to be identified by the Superintendent/President.
- 4. Share information as needed for utilization by operational committees.
- 5. Attend Governing Board meetings as a resource person as requested by the Superintendent/President.

The services of the Consultant specifically do not include the evaluation, hiring, firing, or supervision of any District personnel. Also, the Consultant shall not process any employee grievances in the course of fulfilling this Agreement, or sign any official District documents, nor perform any functions defined as "Creditable Service" by Education Code Section 22119.5.

AGENDA ITEM	12.(b)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

AGREEMENT WITH ATKINSON, ANDELSON, LOYA,

RUUD, AND ROMO

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The District desires to engage the law firm of Atkinson, Andelson, Loya, Ruud, and Romo to provide specialized legal advice and to perform legal services, including, but not limited to, advice and representation as requested by the College President. Fees will be applied as specified in the contract.

Government Code: ECS 81656 Board Policy: .	3220 & 3225 Estimated Fiscal Impact: Based on Use as Needed
SUPERINTENDENT'S RECOMMENDATION:	
Roy V. Stutzman, Consultant Finance & Administration PRESENTER'S NAME	M.
4000 Suisun Valley Road Fairfield, CA 94534	Surviyo.
ADDRESS 707-864-7209	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
TELEPHONE NUMBER	
Finance & Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 2010	·

AGREEMENT FOR LEGAL SERVICES ...

I. <u>PARTIES</u>

This Agreement for Legal Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as "Attorney" or the "Law Firm" and SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District."

II. <u>PURPOSE</u>

The District desires to retain and engage Law Firm to provide legal advice and to perform legal services, including but not limited to advice and representation regarding an employee disciplinary action as requested by the college president, under the terms and conditions set forth in this Agreement. Law Firm accepts this engagement on such terms and conditions.

III. TERMS AND CONDITIONS

- A. <u>Fees for Services</u>
- 1. Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates: \$240/hour for Partners and Senior Counsel, \$200/hour for Associates and \$155/hour for Paralegals and Legal Assistants.

2. Fixed Fee Services

The services listed in Exhibit A shall be performed by the Law Firm for the fixed fees described therein. Costs and expenses (for example, written materials for workshops) are in addition to these fixed fees. Negotiations with third parties related to these services shall be charged at the hourly rates set forth in paragraph A.1., above.

3. Alternate Fee Arrangements

The Law Firm and the District may mutually agree in writing to a fee arrangement for engagement on a particular matter which differs from the fee structure set forth in paragraph A.1, above. Examples of possible alternate arrangements include, but are not limited to: (a) a percentage of the monetary savings achieved on behalf of the District, (b) an increase in the agreed hourly rate if a predetermined result is achieved on behalf of the District. Pursuant to Education Code section 7, the Governing Board hereby delegates to the Superintendent or designee authority to agree to alternate fee arrangements on particular matters.

4. Costs and Expenses

In addition to the fees described herein, the District agrees to pay for certain ancillary services, costs and expenses. These shall include, but are not limited to, long distance telephone charges (\$.07 per minute), incoming and outgoing faxes (\$2.00 per page), photocopies (\$.20 per page), messenger services, computer database searches (billed at vendor's standard retail rate), word processing (\$40.00 per hour), deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party expenses.

The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

5. Experts and Consultants

If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

B. Billing Practices

- 1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made.
- 2. Hourly rate services shall be charged to the District at a minimum increment of one-quarter hour. When time spent by Attorney on a particular service exceeds one quarter hour, the charge will be rounded up to the next one quarter hour increment.
- 3. Certain tasks shall be billed at established minimum time increments. These include: (a) Telephone conference (.25 hour), (b) Email correspondence (.25 hour), (c) Standard written correspondence (.50 hour), (d) Provide a document (.50 hour) (e) legal research (.50 hour)
- 4. Law Firm may charge the full hourly rate to more than one client for the same time period. Examples include, but are not limited to: (a) Law Firm charges District for telephone advice rendered while Attorney is traveling in connection with a matter for another client, (b) Law Firm charges District for written email advice provided while Attorney is performing labor negotiation services for another client, rendered during a break in those negotiations.

- 5. The Law Firm shall not bill client for lodging, meals, mileage or other travel-related costs incurred in the course of representing the District.
- 6. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the legal services performed; and the proper charge for those legal services.

C. <u>Termination of Representation on a Particular Matter</u>

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

- 1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
- 2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
 - 3. Upon failure to pay the Law Firm's bill when due; or
 - 4. Upon failure to cooperate with Law Firm as described in paragraph F.

In the event that the Law Firm ceases to perform legal services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. <u>Communication between District and the Law Firm</u>

The Law Firm will keep the District regularly and currently informed of the status of each matter and will consult with the District when appropriate. Copies of significant correspondence and documents will be sent to the person designated by the District for that purpose. In the event that the District needs to reach the Law Firm and the attorney sought is unavailable, the District should leave a message for the attorney at the office at which the attorney is resident, disclosing the nature and urgency of the call. It is the Law Firm's policy that all calls will be returned promptly and in any event no later than within one business day of receipt of the call. If the District has not received a return call within that time, the District should call again. Messages which the District considers to be urgent should not be communicated exclusively by email or to an attorney's personal communication device, but should also be left at the office at which the attorney is resident.

E. <u>Consent to Joint Representation</u>

The District acknowledges that from time to time it may seek for Law Firm to perform legal services on a matter affecting two or more public education local agencies. Examples of such situations include, but are not limited to, preparing a joint use agreement between a school district and a community college district and preparing an agreement between a school district and a county office of education for sharing the services of an employee. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys.

The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until the next regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

F. <u>Client Cooperation</u>.

The District understands and agrees that, in order for the Law Firm to represent the District effectively, it is necessary for the District to assist and cooperate with the Law Firm during this engagement. The District agrees to (1) make its employees and officials available to discuss issues as they arise in this matter; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to us on a timely basis. Non-cooperation will be grounds for the Law Firm's withdrawal from representing the District on a particular matter. It is essential that the District and the Law Firm maintain open communications.

. G. <u>Protection of Client Confidences – High Tech Communication Devices.</u>

The Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end it is important that the District and the Law Firm agree from the outset what kinds of communications technology the Law Firm should employ in the course of representing the District. For example, the exchange of documents and other information using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, the District should only provide the Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to the District for receiving confidential communications from the Law Firm. The District agrees that the Law Firm may use any of the cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that the Law Firm should not use. The District may use the Technology Questionnaire form attached as Exhibit B for this purpose.

H. <u>Miscellaneous</u>

- 1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.
- 2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.
- 3. This Agreement represents the entire agreement between the District and the Law Firm unless a particular matter is covered by a separate written agreement (for example, an agreement for an alternate fee arrangement as described in paragraph A.3.) By execution of this Agreement the District certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, the District acknowledges that the Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter. No change or waiver of any of the provisions of this Agreement will be binding on either the District or the Law Firm unless the change is in writing and signed by both the District and the Law Firm.
- 4. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorneys fees. The parties agree to waive their right to a jury and to an appeal.

V. <u>DURATION</u>

This Agreement shall commence November 20, 2010 through November 19, 2011 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District. Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

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	Law Firm
	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Dated: November 30, 2010	By: Paul M. Loya
	"District"
	SOLANO COMMUNITY COLLEGE DISTRICT
Dated:	By:
	Jowel Laguerre, PhD Superintendent/President

EXHIBIT A

Fixed Fee Services

- 1. 1 full day of training (up to 8 hours) = \$3,500.00
- 2. $\frac{1}{2}$ day of training (up to 4 hours) = \$2,500.00
- 3. 2 hour training = \$2,000.00
- 4. 1 hour training = \$1,500.00
- 5. Disability Accommodation Forms and Policies = \$500.

EXHIBIT B

TECHNOLOGY QUESTIONNAIRE

Please understand that by agreeing to the use of any means of communication other than inperson private meetings or two-way (as opposed to multiparty) land line telephone conversations, you will be giving your consent to, and accepting any risks of disclosure of, confidential information to third parties that may be attendant upon the use of those means of communication.

The Law Firm **May Use** the following cellular phones, facsimile numbers and email addresses for the purposes of transmitting confidential information:

Cellular telephone number((s):
Facsimile number(s)	
Email Address(es):	
addresses for the purposes of tra address when communicating wi	ot Use the following cellular phones, facsimile numbers and email ansmitting confidential information. Note that if you use an email th us, you consent to our use of that number to reply to you even if a should not use that email address.
Cellular telephone number(s):
Facsimile number(s)	
Email Address(es):	
Are there other communic connection with this engagement?	cations and confidentiality issues which we should be aware of in? Yes[] No[] If yes is checked, please explain:
•	
Dated:	Signature
Client Name	Name of Signer

AGENDA ITEM	12.(c)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

AGREEMENT WITH LIEBERT CASSIDY WHITMORE

REQUESTED ACTION: APPROVAL

SUPERINTENDENT-PRESIDENT

SUMMARY:

The District desires to engage the law firm of Liebert Cassidy Whitmore to provide specialized legal advice and to perform legal services, including, but not limited to, advice and representation as requested by the College President. Fees will be applied as specified in the contract.

Government Code: ECS 81656 Board Policy: 3.	220 & 3225 Estimated Fiscal Impact: Based on Use as Needed
SUPERINTENDENT'S RECOMMENDATION:	
Roy V. Stutzman, Consultant Finance & Administration PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	Chillips.
ADDRESS 707-864-7209	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
TELEPHONE NUMBER	
Finance & Administration	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 2010	·
DATE SUBMITTED TO	

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney"), and the SOLANO COMMUNITY COLLEGE DISTRICT ("District").

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

2. Attorney's Services

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

3. Fees, Costs, Expenses

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00), and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at Fifty Cents (\$0.50) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

<u>Disputes</u>. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any-dispute-as-to-any-alleged-breach-of-professional-duty (that-is,-as-to-whether-any-legal--

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of District.

7. <u>Independent Contractor</u>

It is understood and agreed that Attorney, while engaged in performing the terms

of this Agreement, is an independent contractor and not an employee of District.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. <u>Term</u>

This Agreement is effective November 17, 2010, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE, A Professional Corporation	SOLANO COMMUNITY COLLEGE DISTRICT
Ву	Ву
Title	Title
Date	Date

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

 Partners
 \$240.00 - \$290.00

 Of Counsel
 \$225.00 - \$260.00

 Associates
 \$160.00 - \$240.00

 Labor Relations Professional
 \$170.00 - \$200.00

 Paraprofessionals
 \$100.00 - \$130.00

II. <u>COST SCHEDULE</u>

1. Photocopies \$0.15 per copy

2. Facsimile Transmittal \$0.50 per page

AGENDA ITEM 12.(d)
MEETING DATE December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

THREE-MONTH EXTENSION OF NO-COST LEASE FOR

THE FORMER VACAVILLE CENTER BUILDING

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The agreement to lease the original Vacaville Center building, located at 2000 N. Village Parkway, expired on June 30, 2010. At that time, the District obtained a six-month extension through December 31, 2010, for a "no-cost" (monthly maintenance costs only) rental while research was being conducted on another extended lease or purchase of the facility.

That extension will expire at the end of this month and there are still a few details that need to be addressed. Approval is requested at this time to extend our lease of the old Vacaville Center property through March 31, 2011, as agreed to by the property owner, Sierra Bay Properties, Inc.

Government Code: N/A Board Policy: N/A	Estimated Fiscal Impact: Monthly maintenance costs only
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
David V. Froehlich Director of Facilities PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94535 ADDRESS (707) 864-7176 TELEPHONE NUMBER	JOWEL C. LAGUERRE, Ph.D. Superintendent-President
Facilities	December 3, 2010
ORGANIZATION December 3, 2010	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
DATE SUBMITTED TO	•

AGENDA ITEM	12.(e)
MEETING DATE	December 15, 2010.

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES GRANT FOR YOUTH EMPOWERMENT STRATEGIES FOR SUCCESS (YESS) PROGRAM

REQUESTED ACTION:

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

APPROVAL

SUMMARY:

The District has been asked to apply for a \$22,500 grant from the Foundation for California Community Colleges to fund a Youth Empowerment Strategies for Success (YESS) program at Solano Community College. The grant is collaboration between SCCD and the Solano County Office of Education. The grant will pay for a .25 employee of the SCOE to implement the grant activities. Through the Foundation for California Community Colleges we will also employ a VISTA volunteer to work forty hours a week on grant-based activities.

The grant period is January 1 through June 30, 2011, with refunding expected (but not yet granted) for 2011-12.

Copies of the grant are available in the Office of the Superintendent-President, the Office of the Dean of Fine & Applied Arts/Behavioral Sciences, and the Office of the Vice President of Finance and Administration.

Government Code Board Policy: 21	150 Estimated Fiscal Impact \$22,500 (Grant amount)
SUPERINTENDENT'S RECOMMENDATION:	
Leslie Rota, Dean Fine & Applied Arts/Behavioral Sciences, Community Education	
PRESENTER'S NAME 4000 Suisun Valley Road	Andry.
Fairfield CA ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707-864-7000, ext. 4350	Superintendent-President
TELEPHONE NUMBER	
Academic and Student Affairs ORGANIZATION	December 3, 2010 DATE APPROVED BY
December 3, 2010	SUPERINTENDENT-PRESIDENT

YESS - DELIVERABLES

.25 FTE Vocational Specialist WITH VISTA Volunteer

Provide case management for twenty foster youth who are in the process of transitioning from care and to include those who have left foster care as this population presents our next great challenge. The services would be provided at two different campuses (Vallejo and Fairfield, our largest population centers).

- Vocational Specialist and VISTA Volunteer will work individually with youth in the program assisting them to identify their educational and employment goals, participate in assessments, and access services available to them.
- Vocational Specialist and VISTA Volunteer will work towards a specific plan
 to achieve educational and/or career goals including training on how to write a
 resume, complete job interviews, and interview for a job with each student.
- Vocational Specialist and VISTA Volunteer will also work to engage the youths' caregivers in all of these activities so that youth can be supported and encouraged.
- Vocational Specialist and VISTA Volunteer will also establish a partnership with the Extended Opportunity Programs and Services (EOPS) office to access, when available, their educational planning, professional counseling, peer advising, work-study assignments, book vouchers and tutoring on behalf of foster youth.
- Vocational Specialist and VISTA Volunteer will have access to remedial/developmental classes and academic tutoring for youth as needed to assist them in reaching the goals identified upon entering the program.
- VISTA Volunteer will have responsibility for conducting community outreach to identify and formalize interagency partnerships which support foster youth education, training, and support services.
- VISTA Volunteer would create a campus and community based resource directory (both web based and hard copy) for foster youth on available foster youth services, career placement services, job shadowing, paid and non-paid internships, etc.
- VISTA Volunteer will facilitate continuance of Independent City or Career City events
- VISTA Volunteer will facilitate implementation of a "Supporting Academic Success Conference" for our youth and caretakers;
- VISTA Volunteer will expand existing Emancipation Binder project to include career placement, job shadowing, paid and non-paid internship
- VISTA Volunteer will identify and plan other foster youth events in the community

A. Youth Skills Development Modules

1. Education Module: (Vocational Specialist and VISTA Volunteer) It's My Life: Postsecondary Education and Training

YESS-ILP Narrative

Component I – Fostering High Academic Aspirations

- Youth will focus on academic expectations and taking charge of their education
- Youth will learn about educational rights, self-advocacy
- Youth will begin to learn how career dreams are connected to their education attainment by doing career and education goal mapping

Component II - Encourage Long-term Planning for Postsecondary Education

- Youth will begin to build their own Academic Portfolio to include college exploration and preparation
- Youth will meet with a college counselor to begin their own long-term preparation for Postsecondary Education
- Youth will create a personal contract to lead to post-secondary goals for remainder of K-12 academic career

Component III - Stress Rigorous Academic Preparation

- Youth learn about Reaching Grade-level Skills in English and Math
- Develop Good Study Skills
- Develop Rigorous Academic Planning
- Your Academic Progress
- Self-Advocacy and School Stability

Component IV- Support Students in Taking Standardized Tests

- Preparing for Standardized Tests
- Performance on State Exit Exam
- Educational Assessments and Students in Special Education

Component V - Help Students Apply for and Get Financial Aid

- Exploring Financial Aid Options
- Applying for Financial Aid and your Options
- Finalizing Your Financial Aid Package

2. Employment Module: (Vocational Specialist and VISTA Volunteer)

The Real Game California and The Transitions Curriculum

Unit I - This is me

- 1. Vocational, aptitude and interest assessments; after completing assessments youth will analyze information and start developing a career plan
- 2. Youth learn about perks of working life, leisure and vacation time, and how they relate to earnings, different occupations, personal inclinations, and educational achievements
- 3. The Real Game California, first round of The Spin Game, a question and answer game, which draws on their existing knowledge of the working world

Unit II - Personal Management

- 1. The Real Game California-Financial Picture, youth will develop a budget and externalize their budgetary choices
- 2. The Real Game California-Changes and Choices, youth participate in a series of activities to better analyze their career goals and modify their career plan

Unit III - Career Management

- 1. Employability skills
 - a. Looking for a job

YESS-ILP Narrative

- b. Getting a job
- c. Keeping a job
- 2. Youth will participate in a job shadow activity that relates to their career goal Unit IV Resources for Life
 - 1. Youth will research resources in local community and understand accessibility of each
 - 2. Youth will participate and contribute to community sponsored activities

3. Daily Living Skills Module: (Alternative Family Services)

Moving Out and Making It

- Interpersonal Skills
- Educational Planning
- Money Management
- Food Management
- Personal Appearance
- Health
- Job Maintenance
- Job Seeking
- Legal Skills
- Emergency & Safety Skills
- Community Resources
- Housekeeping & Housing
- Transportation

4. Financial Literacy Module: (Alternative Family Services, Travis Credit Union, SC25i)

National Endowment for Financial Education's <u>High School Financial Planning Program</u> (HSFPP)

- Your Financial Plan: Where It All Begins
- Budgeting: Making the Most of Your Money
- Investing: Making Money Work for You
- Good Debt, Bad Debt: Using Credit Wisely
- Your Money: Keeping It Safe and Secure
- Insurance: Protecting What You Have
- Your Career: Doing What Matters Most

Out of the CC25I workgroups, the county developed a unique partnership among the ILP program, Court Appointed Special Advocates (CASA) and the Travis Credit Union.

Youth can earn up to an additional \$20 dollars for their account by participating in four additional three hour classes on topics including how to manage money, invest for the future, stay out of debt, avoid credit problems, save for things you want and obtain insurance.

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

SABBATICAL LEAVE RECOMMENDATIONS FOR

ACADEMIC YEAR 2011-2012

REQUESTED ACTION:

APPROVAL

SUMMARY:

The Sabbatical Leave Committee recommends that the following instructors be granted Sabbatical Leaves for the 2011-2012 academic year.

Estimated costs per semester are as follows:

SUPERINTENDENT-PRESIDENT

Adrienne Cary	Fall 2011	\$17,500.00
Alena Hairston	Spring 2012	\$17,500.00
Rennee Moore	Spring 2012	\$17,500.00
Marc Pandone	Spring 2012	\$17,500.00

Government Code: 87767 Board Policy:	Estimated Fiscal Impact: \$70,000 Géneral Fund
SUPERINTENDENT'S RECOMMENDATION:	☑ APPROVAL☐ DISAPPROVAL☐ NOT REQUIRED☐ TABLE
J. Arturo Reyes, Executive Vice President Academic & Student Affairs PRESENTER'S NAME	
4000 Suisun Valley Road Fairfield, CA 94534	ALLE .
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
707 864-7102	Superintendent-President
TELEPHONE NUMBER	·.
Academic and Student Affairs	December 3, 2010
ORGANIZATION	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
December 3, 2010	
DATE SUBMITTED TO	

AGENDA ITEM 12.(g) MEETING DATE December 15, 2010

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

TO:

Members of the Governing Board

SUBJECT:

MEMORANDUM OF UNDERSTANDING BETWEEN MEYER CORPORATION AND SOLANO COMMUNITY COLLEGE DISTRICT FOR SPECIAL 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 training for up to 24 Meyer employees. Employees will attend 34 hours of training in two groups of up to 12 employees each. Training will take place in spring 2011, at dates and times to be determined by Meyer Corporation. Training will be delivered onsite at the Meyer Corporation Fairfield plant. All class participants will be assessed by the instructor with both placement and achievement tools. All successful completers will receive Certificates of Success.

Meyer Corporation will compensate the District \$9,500.00 for all educational services rendered. The cost is inclusive for all instruction and teaching/training materials, except for textbooks and learning kits, which will be purchased by the District and billed separately.

A copy of the Agreement will be 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.

Approval of this Memorandum of Understanding is requested at this time. Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 9,500 revenue APPROVAL □DISAPPROVAL SUPERINTENDENT'S RECOMMENDATION: NOT REQUIRED TABLE Deborah Mann, Director Workforce and Economic Development PRESENTER'S NAME 4000 Suisun Valley Road Fairfield, CA 94534 ADDRESS JOWEL C. LAGUERRE, Ph.D. Superintendent-President 707-864-7195 TELEPHONE NUMBER Academic and Student Affairs December 3, 2010 **ORGANIZATION** DATE APPROVED BY

> December 3, 2010 DATE SUBMITTED TO

SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between SOLANO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District" and 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 English as Second Language training for up to 24 employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 34 hours of training in two groups of up to 12 employees each. Training will take place in Spring 2011, at dates and times to be determined by Meyer Corporation. Training will be delivered onsite at the Meyer Corporation Fairfield plant, 2001 Meyer Way. Each employee will receive texts and materials, to be determined by the instructor and Meyer HR managers. The text and materials costs will be billed to Meyer Corporation in a separate invoice. All selected class participants will be assessed by the instructor with both placement and achievement tools. 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 nine thousand five hundred dollars and no cents (\$9,500.00.) 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.

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

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11/29/2010

AGENDA ITEM	13.(a)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Go	overning Board	
SUBJECT:	ADMINISTRATIVE LEADERSHIP GROUP PROPOSED NEW JOB DESCRIPTION – ACCOUNTING MANAGER		
REQUESTED ACTION:	INFORMATION/A	ACTION	
SUMMARY:			
Attached is a new job desc placed on the Administrative		ed management position. The position is being lary schedule at Range 42.	
Government Code: Board depending on schedule place	Policies: 2110 & 212 ment, Funding: 25%	20 Estimated Fiscal Impact \$70,411 - \$89,094 Bond; 25% Categorical; 50% General Fund APPROVAL DISAPPROVAL	
SUPERINTENDENT'S RECON	IMENDATION:	NOT REQUIRED ☐ TABLE	
Karen Ulrich Director of Human Ro PRESENTER'S N 4000 Suisun Valley Fairfield, CA 94534 ADDRESS (707) 864-712: TELEPHONE NUI	Road -3197	JOWEL C. LAGUERRE, Ph.D. Superintendent-President	
Administration		December 3, 2010	
ORGANIZATION December 3, 20		DATE APPROVED BY SUPERINTENDENT-PRESIDENT	

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION

CLASS TITLE: Accounting Manager (Classified Manager)

BASIC FUNCTION: Under direction of the Director of Fiscal Services, plan, organize, coordinate and manage the District's accounting operations; serves as principal bond accountant; perform complex and responsible general ledger accounting including grants and contracts, budget development and analytical duties in assigned areas; maintain and reconcile various funds and accounts; maintain changes to Banner ERP and act as department liaison regarding ERP issues; provide finance application software training; assure the timely preparation and distribution of financial and statistical records and reports for assigned area; train and provide work direction to student workers and other personnel as assigned.

REPRESENTATIVE DUTIES:

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

Exercise supervision of specified functions, staff and processes to ensure efficient and effective business office operations. Supervise and evaluate the work performance of assigned staff.

Assist with budget development, including downloading from and uploading into Banner; oversee or prepare budgets and maintain accounting and fiscal records for specified programs and grants; monitor expenditures and income and budget variations; alert management to potential fiscal and grant compliance issues; generate monthly and yearly financial reports for management. Identify and determine source of discrepancies and recommends solutions and preventative measures; provide technical and financial information for project applications; assist with program compliance requirements; communicate with program managers, staff personnel, and government agencies regarding program fiscal matters; assist in the development of program budgets; maintain resource collection of project guidelines, regulations, and procedures; complete financial research in response to inquiries from program managers; advise program managers of any needed budget revisions; prepare reimbursement claims for selected categorical programs, including construction projects.

Assist the Director with the District's bond financial activities and operations and serves as principal bond accountant; ensure all arbitrage calculations are in conformance with federal and state guidelines; provide necessary documentation, expertise, guidance and assistance to staff, senior management, other District personnel on bond proceeds, needs and issuances. Work with staff in facilities department in balancing Fixed Assets records at year end. Reconcile the Bond accounts manually and using computer equipment.

Work within complex, integrated Enterprise Resource Planning (ERP) systems. Act as liaison for department regarding all management software issues; provide finance application software training; maintain chart of accounts and detail codes in accordance with

Chancellor's Office Budget and Accounting Manual; manage and implement Banner finance module parameters and set-ups.

Coordinate with administrators in the development and control of various accounts; interact with administrators, governmental agencies and others in an independent manner to research, analyze and solve complex accounting issues.

Responsible for reviewing and/or performing reconciliation of balance sheet accounts, including student accounts receivables, liabilities, and deferred revenues. Assist with reconciliation of all bank accounts.

Compile data, prepare, obtain approval, and submit federal and state financial, statistical, and other regulatory compliance reports for review by Director prior to submitting to the Board and agencies. Reports include, but not limited to, CCFS-311, CCFS-311Q, and CCFS-323-Enrollment Fee Report.

Verify budget to purchase items and verify budget for direct pay/pay voucher requests. When necessary, submit requests for warrant processing. Ensure that appropriate budget manager approves each request and that the appropriate account code is utilized. Provide required Business office approvals of purchase requisitions, budget transfers and Journal entries.

Prepare records and reports including financial statements, reimbursement claims and reconciliations. Prepare necessary budget transfers, journal entries and cash transfers.

Cross train on various desks in the business office to cover during absences and vacancies.

Assure proper control of warrants, cash receipts and signatures; oversee appropriate internal controls.

Perform annual accounting duties in the development, structure and control of the budgets and fiscal closing activities for various funds. Work with budget managers to reflect changes to budgets. Monitor budgets throughout year and propose budget adjustments as needed.

Assist in coordination of annual audit and respond to audit findings, comments, and recommendations.

Perform a variety of year-end general ledger closing activities; analyze financial data and prepare financial reports as needed.

Research, analyze and interpret laws, regulations and contracts to assure the District's legal compliance; coordinate, oversee and participate in revising policies, procedures and practices to correct non-compliance.

Communicate with District staff and administrators, vendors, financial institutions and others to represent the District in the exchange of information, correction of discrepancies and resolution of accounting compliance issues.

Prepare, review and assure the accuracy of records, reports, lists and summaries related to assigned accounting functions.

Research, investigate and use independent judgment to resolve problems related to incomplete or incorrect financial data; resolve discrepancies, obtain required authorizations and assure accurate recording of financial transactions.

Train and provide work direction to student assistants and other personnel as assigned.

Coordinate, oversee and participate in software conversions, including testing and technical problem solving; identify software problems and work with the District's Technology Services department and the software support company to correct problems.

Respond to requests from independent auditors; provide information and assistance as requested.

Work with and provide leadership in set up and maintaining a complex, integrated Enterprise Resource Planning (ERP) systems.

Secondary Functions:

Retrieve documents and information from remote storage locations or other document retention processes.

Perform job-related duties as assigned.

LANGUAGE SKILLS:

Ability to read, analyze, and interpret general business periodicals, journals, technical procedures, or governmental regulations.

Ability to read, interpret, apply and explain fiscal policies, procedures, rules and regulations.

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

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

MATHEMATICAL SKILLS:

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

Make arithmetic calculations quickly and accurately.

Identify and correct numerical discrepancies.

REASONING ABILITY:

Ability to solve complex and technical problems and deal with a variety of individuals and variables in non-standard situations.

Ability to apply technical knowledge to the interpretation of a variety of instructions furnished in written, oral, diagram, or schedule form.

Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.

Ability to exercise good judgment and discretion in handling confidential and sensitive matters.

CERTIFICATES, LICENSES, REGISTRATION:

None are required for this classification.

OTHER SKILLS AND ABILITIES:

Demonstrate knowledge of:

- Fund accounting and generally accepted accounting principles.
- Financial and statistical recordkeeping techniques.
- District organization, operations, policies and objectives.
- * Modern office practices and procedures.

Perform complex and difficult accounting duties.

Plan and organize work to meet multiple demanding schedules and timelines.

Train and provide work direction to others.

Operate microcomputers, peripheral equipment and software.

Use word processing and spreadsheet software to develop spreadsheets, letters, forms and reports.

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

Work effectively with varied and multiple schedules and timelines.

Establish and maintain effective and cooperative working relationships with others.

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

Work independently with minimal supervision.

Perform assigned work with speed 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at other campus locations.

Accounting Manager - Continued

Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.

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

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

The work assigned to this classification is typically performed in an office environment. While performing the duties of this classification, the employee must be able to handle difficult people in a tactful and professional manner. The employee in this classification handles and transports cash, coin and signed and unsigned checks and must exercise sound judgment. The work environment is usually quiet but is sometimes moderately noisy.

MINIMUM QUALIFICATIONS:

EDUCATION: Associate's Degree with major course work in accounting.

EXPERIENCE: Three years' increasingly responsible computerized financial recordkeeping and Fund Accounting experience. Demonstrated experience in word processing, spreadsheet and database management software or any combination of training, experience and/or education that provides the required knowledge, skills, and abilities.

PREFERRED QUALIFICATIONS:

EDUCATION: Bachelor's degree.

EXPERIENCE: Experience in a college or other educational setting. Five years' progressively responsible experience in accounting, finance or full charge bookkeeping. Experience with integrated Enterprise Resource Planning (ERP) systems.

TRR 10/20/10

Supt-President's Fiscal Cabinet-Approved 11/16/10

AGENDA ITEM	13.(b)
MEETING DATE	December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

EMPLOYEE BENEFITS CONSULTING AND

ADMINISTRATION BROKER

REQUESTED ACTION:

INFORMATION/ACTION

SUMMARY:

The Health Benefits Committee comprised of representatives from faculty, management, and classified staff, was charged with reviewing the Request for Quotes for the Health and Welfare Benefits Consultant Services for the District. The company selected by the Committee and recommended to the Governing Board is the brokerage firm of PSW Benefit Resources of Burlingame, California.

Approval is requested at this time.

SUPERINTENDENT-PRESIDENT

Government Code:	Board Policy: 3520 & 3225	Estimated Fiscal Impa	ict: \$ 35,000 annually
SUPERINTENDENT'S F	RECOMMENDATION:	☐ APPROVAL ⊠ NOT REQUIRED	☐ DISAPPROVAL ☐ TABLE
	H. Ulrich	٨	
Director of Hu	man Resources	\ <i>D</i> _	-
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(707) 8	64-7122	Superintenden	t-riesidelit
	NE NUMBER		
Admin	istration	December	3, 2010
ORGAN	IZATION	DATE APPRO SUPERINTENDEN	
Decembe	er 3, 2010		·
	MITTED TO		

SOLANO COMMUNITY COLLEGE

4000 Suisun Valley Road Fairfield, CA 94534-3197

AGREEMENT WITH SOLANO COMMUNITY COLLEGE FOR PSW BENEFIT RESOURCES & INSURANCE SERVICES

This is an Agreement between the Solano Community College (hereinafter referred to as the "District") and PSW Benefit Resources & Insurance Services (hereinafter referred to as "Consultant"). The District has determined that outside broker, consulting and related professional services are required in order to administer certain District employee and retiree insurance programs. The purpose of this Agreement is to retain Consultant for the provision of said services as specified herein.

IT IS HEREBY MUTUALLY AGREED AMONG THE PARTIES hereto as follows:

PERFORMANCE BY CONSULTANT

Consultant hereby warrants that it has the qualifications, expertise and experience to diligently and expeditiously perform and complete all services and agrees to undertake and fully perform the services outlined in this Agreement, as specified in Attachment A, attached hereto and incorporated by reference.

Modifications to said work will be agreed upon in writing by both parties. The performance of the services assigned pursuant to this Agreement shall be the sole responsibility of Consultant, and may not be assigned or delegated except as herein provided. Consultant shall execute this Agreement as an independent contractor and not as an employee of the District.

Consultant shall obtain and maintain in good standing all licenses and permits necessary for the performance of the requirements of work set herein, and shall comply with all statutes, laws, ordinance, regulations or administrative orders of any Federal, State, or local governmental agency having jurisdiction over such matters.

Consultant shall conduct its business in compliance with both the intent and letter of Federal, State of California and local jurisdictional equal opportunity laws, and provide a work environment that is free from all forms of discrimination. Internal policies and procedures involving employment practices shall forbid any type of discrimination against all protected groups and individuals, and shall promote equal employment opportunity for all.

TERM OF THE AGREEMENT

This Agreement covers the period beginning December 16, 2010 through the 31st day of December 2011.

CONSULTANT INSURANCE

Upon request, Consultant shall provide proof of a policy of insurance satisfactory to the District and documentation evidencing that consultant maintains the following.

Full Worker's Compensation and Employers' Liability insurance covering all employee of Consultant as required by law in the State of California.

Comprehensive Public Liability Insurance or Comprehensive Liability (Bodily Injury and Property Damage) of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence or claims made.

1 of 6

PSW Agreement for Services - December 7, 2010

4000 Suisun Valley Road Fairfield, CA 94534-3197

Comprehensive Automobile Liability Insurance (Bodily Injury and Property damage) on owned, hired, leased and non-owned vehicles used in connection with Consultant's business of not less than Three Hundred Thousand Dollars (\$300,000) combined single limit per occurrence.

Throughout the duration of the project, Consultant shall carry Professional Liability Insurance in a standard form with a company admitted to do business in the State of California. Said Insurance shall be written with limits of \$1,000,000.

Proof of Insurance Requirements: Upon request, Consultant shall furnish a certificate of insurance satisfactory to the District as evidence that the insurance required above is being maintained.

Policy Deductibles: Consultant shall be responsible for all deductibles in all of Consultant's insurance policies. The amount of deductibles for an insurance coverage required herein shall be reasonable and subject to District approval.

Contractor Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

INDEMNITY

Consultant shall indemnify and defend the members of the District, its officers and employees, against and hold them harmless from any and all loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred by the District, whether for damage to or loss of property, or injury to or death of District officers and employees, which shall in any way arise out of or be connected with Consultant's negligent operations, or the services provided negligently hereunder, unless such damage, loss, injury or death shall be caused by the negligence of the District.

ACCESS OF FACILITIES PREMISES AND RECORDS

At all reasonable times during the term of this Agreement, the District or any designate representative, shall have access to the premises and records of Consultant related to work under this contract, and Consultant shall make such records available for inspection, audit and copying by the District or its designated representative at District expense.

RECORDS

In addition to any other records required by this Agreement, Consultant shall maintain and keep all books, papers, records, documents and other evidence related to work performed under this Agreement confidential in the same manner as the District is required to do by law. Upon termination, all such records, books, papers, documents and other evidence obtained from the District or related to work performed under this Agreement shall be forthwith returned to the District.

PAYMENT AND INVOICES

Payment shall be made by the District to the Consultant in the amount of \$8,750 payable quarterly from the 1st day of January, 2011 through the 31st day of December, 2011 for full performance of services listed in Attachment A. However, the first 15 days will be invoiced on a pro-rata basis.

Consultant shall send the District a quarterly invoice for payment of agreed services.

PSW Agreement for Services - December 7, 2010

4000 Suisun Valley Road Fairfield, CA 94534-3197

DELEGATION OF PERFORMANCE OF ASSIGNMENT OF MONEY EARNED

The performance of the Agreement may not be delegated except upon the written consent of the District. Consultant may assign monies due or to become due him under the Agreement, and such assignment will be recognized by the District if given notice thereof, to the extent permitted by law; however, this Agreement is not otherwise assignable.

DISPUTES

Except as otherwise provided in this Agreement, any dispute by Consultant concerning a question of fact arising under or relating to the performance of this Agreement which is not disposed of by agreement shall be decided by the District. The District shall reduce its decision to writing and furnish Consultant with a copy thereof. The decision of the District shall be conclusive for the remaining duration of the Agreement, and Consultant shall proceed with the work.

If the Consultant disagrees with the District decision, Consultant does not waive nor relinquish any claim or right by continuing to work. Except as to the total amount of the Agreement specified above, at the conclusion of the work, Consultant shall be afforded an opportunity to present any claims reserved under this section and have the right to be heard in any court having competent jurisdiction.

TERMINATION

This Agreement may be terminated in whole or in part upon a thirty (30) calendar day written Notice by the District for any reason. If such prior termination is affected, the District will pay for satisfactory services rendered prior to the date such Notice of Termination is provided to Consultant, and for such other services, which the District may agree to in writing as necessary for resolution. In no event, however, shall the District be liable to pay more than the total amount of this Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, unless the Notice directs otherwise. In the event of a termination for default, the District reserves the right to take over and complete the work by contract or by any other means.

This Agreement may be terminated by Consultant upon providing thirty (30) calendar days written notice. In such event, Consultant shall provide a status of its work in progress and complete those services being performed by the District, with the District signing priority to work in progress that can be reasonably be performed in the final thirty (30) days of the Agreement. In the event either party terminates, the Agreement amount shall be pro-rated.

NOTICE OF TERMINATION

Notice to either party may be given in person with signed Proof of Service, or given by certified mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

4000 Suisun Valley Road Fairfield, CA 94534-3197

Jowel C. Laguerre, Ph.D. Superintendent/President Solano Community College 4000 Suisun Valley Road Fairfield, CA 94534-3197

Peter S. Wantuch Principal/Agent PSW Benefit Resources & Insurance Services 840 Hinckley Road, Suite 249 Burlingame, CA 94010

WAIVER OF BREACH

The waiver of breach of any provision in this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach.

MULTIPLE ORIGINALS

This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but such counterparts shall constitute one and the same instrument.

ENTIRE AGREEMENT

The parties hereto agree that this Agreement contains all of the promises and obligations exchanged among the parties. This Agreement may be altered, changed or otherwise modified only through mutual consent of the parties by written amendment to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above and supercedes and cancels each and every other conflicting Agreement or promise between them.

By:
Jowel C. Laguerre, Ph.D.
Solano Community College
By:
Peter S. Wantuch, Principal/Agent PSW Benefit Resources & Insurance Services
-

DUTIES OF CONSULTANT: December 16, 2010 THROUGH DECEMBER 31, 2011

PSW Benefit Resources & Insurance Services will perform the following full range of services related to the management and maintenance of District health and welfare programs as herein specified:

COORDINATE DISTRICT AND VENDOR OPERATIONAL PERFORMANCE

- 1. Coordinate establishment of banking arrangements, account funding, payments, claims services and related administrative processes and communication methodologies between the District and the following vendors: Kaiser, Blue Shield, Health Net, Delta Dental, VSP, MHN (EAP), United Behavioral Health, MetLife, The Standard.
- 2. Monitor and intercede, as required, for the operation of banking arrangements, payments, claims services and related administrative processes between the District and the following vendors: Kaiser, Blue Shield, Health Net, Delta Dental, VSP, MHN (EAP), United Behavioral Health, MetLife, The Standard.
- 3. Provide financial analysis, statistical demographic and other report data as required for set-up and management of enrollment and vendor records

COORDINATE ESTABLISHMENT AND MAINTENANCE OF PSW BENEFIT RESORUCES WEBSITE

4. Assign staff for design and maintenance of designated no-cost website for use by Solano Community College employees and retirees.

RESPONSE TO REQUESTS FOR INFORMATION

5. Respond to telephone, electronic and written communication, and in-person requests for information regarding enrollment eligibility, vendor plan design and evidence of coverage, claims approvals, denials and processing.

PARTICIPATE IN DISTRICT MEETINGS

- 6. Attend regular and special meetings of the District Benefits Committee.
- 7. Attend and make presentations, as requested, at meetings of the District Board of Trustees, and at meetings with District administrative and other staff.
- 8. Lead and participate with the District Benefits Committee in review of all Summary Plan Description.

DEVELOP AND REVIEW OF DISTRICT BENEFITS PUBLICATIONS

- Draft original text and review created text for District publications, employee and retiree notifications for all insurance programs.
- 10. Draft original text and review created text for District publications, employee and retiree notifications for Open Enrollment Periods for all insurance programs.

AUDIT DATABASE CONVERSION DATA

11. Audit insurance premium rates and related benefits information.

4000 Suisun Valley Road Fairfield, CA 94534-3197

PROVIDER COORDINATION

- 12. Coordinate with current vendors and providers as required to assure compliance with negotiated plan designs, quality of service, and administrative contract obligations.
- 13. Coordinate vendor participation and implementation of regular and special Open Enrollment Periods as requested by District administrative staff (or designees).

INTERCEDE WITH VENDORS ON BEHALF OF DISTRICT

14. Contact vendors for resolution of complex operational, administrative and evidence of coverage problems and inquiries that arise from District administrative and Benefits department staff (and designees).

RESEARCH IDENTIFY AND EVALUATE ALTERNATIVE AND ADDITIONAL BENEFITS PROGRAMS

- 15. Study District health benefits usage, market trends, cost estimates, cost savings proposals to develop and recommend alternative and additional employee and retiree benefit vendors, providers and plans.
- 16. Research, identify and develop potential provider candidates.
- 17. Negotiate with providers to maximize the District health benefits budget.

CONDUCT SPECIAL AND REGULAR STUDIES AND REPORT ON VARIETY OF DATA

- 18. Analyze data, create and present statistical, actuarial, demographic, financial and other reports as requested by District administrators (or designees).
- Analyze data, create and present statistical, actuarial, demographic, financial and other reports to update District administrative staff on current market trends, cost projections and other forecasting data.

OTHER SERVICES AS AGREED

20. Perform other services as agreed upon that will contribute to the efficiency and success of District employee and retiree benefits programs.

AGENDA ITEM 13.(c)
MEETING DATE December 15, 2010

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

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Members of the Governing Board

SUBJECT:

PROPOSED ACADEMIC CALENDAR FOR 2011-2012

REQUESTED ACTION:

SUPERINTENDENT-PRESIDENT

INFORMATION/ACTION

SUMMARY:

The proposed Academic Calendar for 2011-2012, copy of which is attached, has been recommended by the Academic Calendar Advisory Committee and has received the endorsement of the Community College Association/California Teachers Association/National Education Association (CCA/CTA/NEA) bargaining unit, in accordance with the collective bargaining agreement.

Government Code: EC: 70902(b)(12) E	Board Policy: 6500 Estimated Fiscal Impact: \$\ N/A
SUPERINTENDENT'S RECOMMENDATIO	□ APPROVAL□ DISAPPROVALN: □ TABLE
. I Automa Danna	
J. Arturo Reyes	
Executive Vice President	
Academic and Student Affairs	
PRESENTER'S NAME	
4000 Suisun Valley Road	
Fairfield, CA 94534	Carried States
ADDRESS	JOWEL C. LAGUERRE, Ph.D.
ADDRESS	
707.064.7100	Superintendent-President
707 864-7102	
TELEPHONE NUMBER	
Academic and Student Affairs	December 3, 2010
ORGANIZATION	DATE APPROVED BY
	SUPERINTENDENT-PRESIDENT
December 3, 2010	SOX BIRTH ENDER 1 TRESIDEN 1
	:
DATE SUBMITTED TO	

Solano Community College 2011-2012 Academic Calendar (draft)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
30 Memorial	31 BEG 10WK	Jun-01	2	3	4	5
6	7	8	9	10	11	12
13 BEG 6/8 WK	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	Jul-01	2	3
	5	6	7	8	9	10
4 Holiday	12	13	14	15	16	17
18	19	20 END 6WK	21	22	23	24
25	26	27 END 6WK	28	29	30	31
	2	3 END 8/10 WK	4	5	6	7
Aug-01 8	9	10	11	12 Opt Flex	13	14
			ļ	12 Opt Flex		
	16 Req Flex		18		20 Beg Sat Class	21 Beg Sun Class
	23	24	25	26	The contention of the Prof. (New York)	A RESTRICT OF THE PROPERTY OF
	30	31	Sep-01	2	3 No Class	4 No Class
	6	7	8	9	10	11
12	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	Oct-01	2
	4	5	6	7	8	9
	11.	12	13	14	15	16
17	18	19	20	21	22	23
	25	26	27	28	29	30
	Nov-01	2	3	4	5	6
7	8	9	10	11 Veterans Day	12 Classes meet	13 Classes meet
14	15	16	17	18	19	20
21 Opt Flex	22 Opt Flex	23 SCFA Holiday	24 Thanksgiving	25 Holiday	26 Holiday	27 Holiday -
28	29	30	Dec-01	2	3	4
5	6	7	8	9 .	10	11
12	13 E Finals	14 D/E Finals	15 D/E Finals	16 D/E Finals	17 Sat Finals	18 Sun Finals
I	20 Day Finals/ END Fall	21	22	23	24	25 CHRISTMAS
26 Holiday	27	28	29	30	31	Jan-01-12
1, 5, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,	3	4	5 .	6	7	8
9	10	11	12 Opt Flex	13 Opt Flex	14	15
16 MLK Holiday	17 Reg Flex	18 Beg Spring	19	20	21 Beg Sat Class	22 Beg Sun Class
and the second second second second second second	24	25	26	27	28	29
30	31	Feb-01	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17 Lincoln (Obs)	18 No Sat class	19 No Sun class
20 Washington's	21 Opt Flex	22	23	24	25	26
Representative and security and an experience of	28	29 LEAP DAY	Mar-01	2	3	4
5	6	7	8	9	10	11
12	13	14 Reg Flex	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	Apr-01
2	3	4	5	6	7 No Sat Class	8 Faster(No class)
9. SPRING	10 BREAK	11 SPRING	12 BREAK	13 SPR BREAK	14 Sat-resume	15 Sun-resume
	17	18	19	· 国際の大学の大学の大学の大学の大学の大学の大学の	21	22
	24	25	26		28	29
	May-01	2	3		5	6
		9	10	11	12	13
	15	16 E Finals	17 D/E Finals	18 D/E Finals	19 Sat Finals	20 Sun Finals
	22 D/E Finals	23 Day Finals/	24		26	27
		23 Day Finals/ Graduation				
28 Memorial	29		31		2	3
	_			8	9	10
4	5	6	7	8	9	10

Solano Community College 2011-2012 Academic Calendar (draft)

FALL 2011			SPRING 2012		
Flex Days	5		Flex Days	5	
Instructional Days	78		Instructional Days	77	
Total Days	83		Total Days	82	
Day Finals	Dec 14-20		Day Finals	May 17-23	
Evening Finals	Dec 13-19		Evening Finals	May 16-22	
Sat/Sun Finals	Dec 17-18		Sat/Sun Finals	May 19-20	
			Graduation	May-23	
Number of Lab/Ni	ght Class Meeti	ngs	Number of Lab/Nigh	t Class Meetings	
Mondays	15/15		Mondays	15/15	
Tuesdays	16/15		Tuesdays	15/15	
Wednesdays	16/16		Wednesdays	16/15	
Thursdays	16/16		Thursdays	16/16	
Fridays	15/15		Fridays	15/15	
Saturdays	15		Saturdays	15	
Sundays	15		Sundays	15	

AGENDA ITEM	14.(a)
MEETING DATE	December 15, 2010

SUPERINTENDENT-PRESIDENT

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

Members of the Gove	erning Board	
		11 FOR
INFORMATION		
ort – CCFS-311. The	report will be filed as	
		ned at the Office of
Board Policy: 3020 ions (CCR) 58305(d)	Estimated Fiscal In	npact: \$ N/A
MMENDATION:		☐ DISAPPROVAL ☐ TABLE
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MBER		
tration	December 3,	2010
	ANNUAL FINANCI FISCAL YEAR 2009 INFORMATION ant, Finance & Admir ort — CCFS-311. The ges Chancellor's Office ided under separate cove e & Administration and Board Policy: 3020 ons (CCR) 58305(d) MENDATION: nsultant tration AME Road 534	ant, Finance & Administration, will present the ort — CCFS-311. The report will be filed as eges Chancellor's Office. ided under separate cover. A copy may be obtained at the Board meeting. Board Policy: 3020 Estimated Fiscal Internations (CCR) 58305(d) MENDATION: APPROVAL NOT REQUIRED Insultant tration AME Road 534 JOWEL C. LAGUI Superintendent-

December 3, 2010 DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

December 3, 2010

DATE APPROVED BY SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

9	OVERNING BOARD	AGENDATIEM	
TO:	Members of the Gov	erning Board	* .
SUBJECT:	CCFS-311Q FINAN FY 2010-11	CIAL REPORT, FIRST (QUARTER,
REQUESTED ACTION:	INFORMATION		
SUMMARY:			
AB 2910, Chapter 1486, Stat quarterly on its financial con of FY 2010-11 is attached for	dition. The CCFS-3110	quarterly financial report	
		:	
Government Code: B California Code of Regulati	oard Policy: 3020 ons (CCR) 58305(d)	Estimated Fiscal Impact	: \$ N/A
SUPERINTENDENT'S RECOM	IMENDATION:	☐ APPROVAL ⊠ NOT REQUIRED	☐ DISAPPROVAL
Roy V. Stutzman, Co			
Finance & Administ		, /	
PRESENTER'S N	AME		
		Je Oll	A A
4000 Suisun Valley		SHILL	til.
Fairfield, CA 94	0.54	IOMET C I VOID	rppr php
ADDRESS		JOWEL'C. LAGUE Superintendent-I	
707-864-7209		Supermitted delit-1	Loudin
TELEPHONE NUM			

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT

Finance & Administration

ORGANIZATION

December 3, 2010

Quarterly Financial Status Report, CCFS-311Q

280 Solano Community College District

District:

Board Meeting Date:

Dec. 15, 2010

Sept. 30, 2010

Quarter Ending Date:

		As	As of June 30 for the fiscal year specified	fiscal year specifie	ρį
Line	Description	Actual	Actual	Actual	Projected
		2007-08	2008-09	2009-10	2010-11
nrestricte	restricted General Fund Revenues and Expenditures:				
A.	A. Revenues:	The same of the sa			

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	TOTAL OF THE PART	And the first of the second se			
Ä	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	48,967,691	50,379,704	50,416,193	49,809,107
A.2	Other Financial Sources (Object 8900)	1,001,646	(98,637)	126,217	
A.3	Total Unrestricted Revenue (A.1 + A.2)	49,969,337	50,281,067	50,542,410	49,809,107
œ.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	50,216,581	51,089,894	50,915,623	50,268,166
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	140,493	220	182,421	
В.3	Total Unrestricted Expenditures (B.1 + B.3)	50,357,074	51,090,114	51,098,044	50,268,166
ن	Revenues Over (Under) Expenditures (A.3 - B.3)	(387,737)	(809,047)	(555,634)	(459,059)
o.	Fund Balance, Beginning	5,891,820	5,504,083	3,419,596	4,672,589
0.1	Prior Year Adjustments + (-)		(1,275,440)	1,808,627	
D.2	Adjusted Fund Balance, Beginning (D + D.1)	5,891,820	4,228,643	5,228,223	4,672,589
ш	Fund Balance, Ending (C + D.2)	5,504,083	3,419,596	4,672,589	4,213,530
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	10.9%	6.7%	9.1%	8.4%

II. Annualized Attendance FTES:

9,542 9,620 9,369 9,101 Annualized FTES (excluding apprentice and non-resident) ດ. 1.

		As of the spec	alled quarter ender	i lor each liscal ye	ar presented
. Total Gei	neral Fund Cash (Unrestricted and Restricted)	2007-08	2008-09	2009-10	2010-11
ï			(4,151,056)	(310,096)	(8,499,000)
H.2	Cash, borrowed funds only	0	4,151,056	1,900,000	5,000,000
Н.3	Total Cash (H.1 + H.2)	6,045,071		1,589,904	(3,499,000)
	H.1 H.2 H.3	eneral Fund Cash (Unrestricted and Restricted) Cash, excluding borrowed funds Cash, borrowed funds only Total Cash (H.1 + H.2)	(pa)	(pa)	ed) 2007-08 2008-09 200 6,045,071 (4,151,056) 0 4,151,056 1

Governing Board Meeting Date: December 15, 2010

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
	Revenues:		`		
	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	49,809,107	49,809,107	9,170,998	18.4%
	Other Financing Sources (Object 8900)	0	0		
	Total Unrestricted Revenue (I.1 + I.2)	49,809,107	49,809,107	9,170,998	18.4%
	Expenditures:				
	Unrestricted General Fund Expenditures (Objects 1000-6000)	50,268,166	50,268,166	11,767,940	23,4%
	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	0	0	0	
	Total Unrestricted Expenditures (J.1 + J.2)	50,268,166	50,268,166	11,767,940	23.4%
	Revenues Over(Under) Expenditures (1.3 - J.3)	-459,059	-459,059	-2,596,942	
	Adjusted Fund Balance, Beginning	4,672,589	4,672,589	4,672,589	
	Fund Balance, Ending (C. + L.2)	4,213,530	4,213,530	2,075,647	
	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	8.4%	8.4%		

V. Has the district settled any employee contracts during this quarter?

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Contract Period Settled	-	Manaç	Management		Ac	Academic		Clas	Classified
(Specify)	• • •			Perm	Permanent	Ter	Temporary		
አ ሉ-አ		Total Cost Increase	*	Total Cost Increase	* %	Total Cost Increase	* %	Total Cost Increase	* %
a. SALARIES:					:				
Year 1:	÷		:		:			:	
Year 2:	.;					*	;		and the second s
Year 3:	ë		-		:				
b. BENEFITS:									
Year 1:		:	:				:		
Year 2:					1				
Year 3:					The second secon				

^{*} As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

The 9/30/10 cash balance was negatively impacted by the 100 day delay in state budget passage. July, August and September apportionments totaling \$8,881,503 were not received until the 3rd and 4th weeks of October, 2010. Due to the uncertainty of the timing of the state budget the district worked with the Solano County Auditor/Controller's Office, first to invoke provisions of Government Code section 23010, Subdivision (b), authorizing the County to advance up to 85% of the District FY 2010/11 anticipated property tax revenues. Later, as the budget stalemate continued, the County authorized additional funding for cash flow needs to the district under the provisions of Article XVI, Section 6 of the California Constitution. The assistance from the County is a continuing resolution for the 2010/11 fiscal year.

VII. Does the district have significant fiscal problems that must be addressed?

Next year? This year?

Student demand and resulting demand for financial resources remains strong in the district. Student access remains a priority while resources continue to decline. The District budget was adopted by the Board on September, 15, 2010. The adopted budget included no COLA once again and, due to the uncertainty of state revenue and the possibility of the state budget discussions being reopened midyear in 2010/11 no growth funding was included. This is the third year of essentially level revenue budgets as certain fixed costs continue to rise for the district. In order to stay even under these circumstances means the district must cut "discretionary" expenditures by approximately \$1M per year to maintain a balanced budget. There is no question this ultimately impacts quality and quantity of service delivery. If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)