SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2007-08

Short-term, Temporary & Substitute Assignments

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amber Cheatham</td>
<td>Theater House Manager</td>
<td>3/20/08 – 6/30/08</td>
<td>$8.00</td>
</tr>
<tr>
<td>Jacqueline DePilar</td>
<td>Substitute Custodian</td>
<td>2/22/08 – 6/30/08</td>
<td>$12.87</td>
</tr>
<tr>
<td>Donna Ellison</td>
<td>Warehouse Operator Substitute</td>
<td>3/3/08 – 5/2/08</td>
<td>$14.65</td>
</tr>
<tr>
<td>Joseph Glazier</td>
<td>Substitute Custodian</td>
<td>2/21/08 – 6/30/08</td>
<td>$12.87</td>
</tr>
<tr>
<td>Frankie San Nicolas</td>
<td>Substitute Custodian</td>
<td>3/5/08 – 6/30/08</td>
<td>$12.87</td>
</tr>
</tbody>
</table>

Independent Contractors

<table>
<thead>
<tr>
<th>Name</th>
<th>Service</th>
<th>Dates of Contract</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Ellen Donald</td>
<td>Dance and percussion presentation</td>
<td>3/31/08</td>
<td>$330.00</td>
</tr>
</tbody>
</table>

Richard Christensen, Ed.D.
Director of Human Resources

March 7, 2008
Date Submitted

GERALD F. FISHER
Superintendent/President

March 7, 2008
Date Approved
Independent Contractors (Continued)

<table>
<thead>
<tr>
<th>Name</th>
<th>Service</th>
<th>Dates of Contract</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fine &amp; Applied Arts/Behavioral Science</td>
<td>present, creating a village of care at solano training conference 2008</td>
<td>3/14/08 – 3/15/08</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Leslie Rota, Responsible Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jackie Jones</td>
<td>present, creating a village of care at solano training conference 2008</td>
<td>3/13/08 – 3/14/08</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Tonya Lukens</td>
<td>solano training conference 2008 presenter, creating a village of care</td>
<td>3/15/08 – 3/16/08</td>
<td>$250.00</td>
</tr>
<tr>
<td>Larry Yoder</td>
<td>labor and material to replace current audio mixer in tv studio</td>
<td>2/1/08 – 4/30/08</td>
<td>$600.00</td>
</tr>
<tr>
<td>Human Resources</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Richard Christensen, Responsible Manager</td>
<td>advise and make recommendations regarding human resources policies, processes and procedures</td>
<td>2/29/08 – 6/30/08</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

Professional Experts

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher Cronin</td>
<td>Art Model, Art 4/5</td>
<td>4/2/08</td>
<td>$75.00</td>
</tr>
<tr>
<td>Lisa Quinterro</td>
<td>Replacement for Art Model, Art 4/5</td>
<td>3/10/08</td>
<td>$75.00</td>
</tr>
<tr>
<td>Erin Stone</td>
<td>Replacement for Art Model, Art 4/5</td>
<td>3/3/08</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>Replacement for Art Model, Art 4/5</td>
<td>3/17/08</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

GRATUITOUS SERVICE

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joshua Ramos</td>
<td>Assist the football coach</td>
<td>PE/Athletics</td>
</tr>
</tbody>
</table>

PROBATIONARY RELEASE

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Johanson</td>
<td>College Police Officer</td>
<td>2/26/08</td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Effective</td>
</tr>
<tr>
<td>---------------</td>
<td>----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>E. Rick Diego</td>
<td>Lead Carpenter</td>
<td>March 7, 2008</td>
</tr>
</tbody>
</table>
AGENDA ITEM  7.(c)
MEETING DATE  March 19, 2008

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO:  Members of the Governing Board

SUBJECT:  WARRANT LISTINGS

REQUESTED ACTION:  APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
<th>Vendor ID/Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/26/08</td>
<td>Vendor Payment</td>
<td>25690474-25690664</td>
<td>$1,145,541.31</td>
</tr>
<tr>
<td>03/06/08</td>
<td>Vendor Payment</td>
<td>11000009-11000030</td>
<td>$119,659.75</td>
</tr>
</tbody>
</table>

Copies of the Warrant Listings are available at the Board Meeting and at the following locations:

Office of the Superintendent/President
Office of the Vice President of Administrative & Business Services
Library

SUPERINTENDENT'S RECOMMENDATION:  ☑ APPROVAL  ☐ DISAPPROVAL

☐ NOT REQUIRED  ☐ TABLE

Mazie L. Brewington, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7167

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

March 7, 2008

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

Gerald F. Fisher
Superintendent/President

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

March 7, 2008
AGENDA ITEM 7. (d)
MEETING DATE March 19, 2008

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR J.W. & SONS, INC., BID NO. 06-004

REQUESTED ACTION: ACCEPTANCE

SUMMARY:
Board approval is requested from the District and Kitchell CEM staff for the Board to accept as complete and approve the issuance of a Notice of Completion for the Buildings 700, 800, and 900 (Faculty Office Building) Projects by J.W. & Sons, Inc., Bid No. 06-004.

SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Frank Kitchen,
Director of Facilities

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

March 7, 2008

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

GERALD F. FISHER
Superintendent/President

March 7, 2008

DATE APPROVED BY SUPERINTENDENT/PRESIDENT
AGENDA ITEM 7. (e)
MEETING DATE March 19, 2008

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSTRUCTION CHANGE ORDER NO. 16 APPROVAL
FOR W.A. THOMAS CO., INC. – BID NO. 06-005

REQUESTED ACTION: CONTRACT CHANGE ORDER APPROVAL

SUMMARY:

Board approval is requested for Change Order No. 16 to W.A. Thomas Co., Inc.’s base contract for the Student Services Center Building 400. Revised contract amount is as follows:

Contract Award Amount $10,387,480.00
Prior Change Orders $ 792,127.00
Change Order No. 16 $ 166,868.00
Total Change Orders $ 958,995.00 9.2% of Contract Award Amount
Revised Contract Amount $11,346,475.00
Total Project Budget $15,274,530.00
Forecast Project Budget Remaining $ 3,928,055.00

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board.

SUPERINTENDENT’S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Frank W. Kitchen
Director of Facilities

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

March 7, 2008
DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

GERALD F. FISHER
Superintendent/President

March 7, 2008
DATE APPROVED BY SUPERINTENDENT/PRESIDENT
<table>
<thead>
<tr>
<th>PCO</th>
<th>Description</th>
<th>Negotiated Amount</th>
<th>Reason</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td>96</td>
<td>New interior separation wall and hollow metal framed window between Transfer Center, Room 472 and Career Center, Room 474.</td>
<td>$1,890.00</td>
<td>Owner Request</td>
<td>During Construction it was determined that there needed to be sound and traffic flow separation between the Career Center and the Transfer Center. The Contractor was directed to furnish and install a new wall for separation and sound control, and a window was installed to maintain visual access between the rooms.</td>
</tr>
<tr>
<td>97</td>
<td>Provide electrical service to new Owner-furnished Emergency Blue Light Phone and Parking Ticket Dispensing Machine.</td>
<td>$12,546.00</td>
<td>Owner Request</td>
<td>During construction it was decided that an emergency phone, and a new parking ticket dispensing machine should be installed in front of Building 400. The Contractor was directed to provide the necessary electrical services to these items. The work included trenching, underground sleeves, conduit and wiring, and concrete footing work.</td>
</tr>
<tr>
<td>98</td>
<td>Add one additional exterior hose bib.</td>
<td>$227.00</td>
<td>Owner Request</td>
<td>During construction the Contractor installed a hose bib at the exterior of the building to aid in construction activities. The Owner decided that the hose bib at the installed location was beneficial and directed the Contractor to leave the installation and agreed to split the cost of the installation with the Contractor 50/50.</td>
</tr>
<tr>
<td>99</td>
<td>Add carpet over existing vinyl tiles in Veteran's Office Room 463A, per Owner's Request.</td>
<td>$800.00</td>
<td>Owner Request</td>
<td>During construction it was determined that carpet would be better than vinyl tile in Room 463A for noise control. The Contractor was directed to install carpet in Room 463A.</td>
</tr>
<tr>
<td>100</td>
<td>Lower all marker boards and install tack-wall surface materials above marker boards at exposed wall surface.</td>
<td>$8,244.00</td>
<td>Owner Request</td>
<td>During construction it was determined that the height of the installed marker boards was larger than desired for the users. The Contractor was directed to lower all of the marker boards to a lower height, and to install a new wall surface material at the exposed remaining wall area above the marker boards.</td>
</tr>
<tr>
<td>101</td>
<td>Install concealed 180-degree door closers at all corridor doors in lieu of contract specified door closers.</td>
<td>$2,165.00</td>
<td>Owner Request</td>
<td>During construction the Owner determined that concealed door closers should be installed for improved aesthetics in the buildings. The Contractor was directed to make the change to concealed door closers.</td>
</tr>
<tr>
<td>102</td>
<td>Add wiring and relay to connect exhaust fan EF-3 to the light switch at the Custodian Room 405.</td>
<td>$744.00</td>
<td>Owner Request</td>
<td>During Construction it was determined that it would be more efficient to have the exhaust fan EF-3 only run when the Custodian Room 405 was occupied with the light on. The Contractor was directed to install necessary electrical relay, conduit and wiring to connect the exhaust fan to the light switch.</td>
</tr>
<tr>
<td>103</td>
<td>Provide a generator to supply temporary power to the building while awaiting permanent service feeds to the building.</td>
<td>$7,377.00</td>
<td>Owner Request</td>
<td>During Construction it was determined that the Contractor would need to provide a generator for temporary power to the building so that critical construction activities could continue while the permanent electrical service was being brought in to the building. The contract documents stipulated that the Contractor would have access to power and water for their construction activities.</td>
</tr>
<tr>
<td>PCO</td>
<td>Description</td>
<td>Negotiated Amount</td>
<td>Reason</td>
<td>Summary</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>---------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>104</td>
<td>Install concrete thrust blocks at new hydronic service piping extending from</td>
<td>$6,467.00</td>
<td>Owner Request</td>
<td>During Construction it was necessary to install concrete thrust blocks at the 90 degree bends in the hydronic piping that services the building. The hydronic</td>
</tr>
<tr>
<td></td>
<td>the building to the point of connection on the campus system. (The new hydronic</td>
<td></td>
<td></td>
<td>piping was installed as a change order, PCO #47 on Change Order #7. The cost of installing thrust blocks was not included in the previous pricing for PCO #47. This</td>
</tr>
<tr>
<td></td>
<td>service piping was PCO #47 on Change Order #7.)</td>
<td></td>
<td></td>
<td>change order is for the cost to install the thrust blocks.</td>
</tr>
<tr>
<td>105</td>
<td>Storm Drain System: Increase the size of storm drain piping to match existing</td>
<td>$9,926.00</td>
<td>Unforeseen Condition</td>
<td>During construction it was observed that the existing campus storm drain piping was larger in diameter and located differently than what was anticipated and shown on</td>
</tr>
<tr>
<td></td>
<td>campus pipe size. Increase the length of piping along west side of building.</td>
<td></td>
<td></td>
<td>the drawings. The contractor was directed to increase the diameter of the new piping being installed to match existing campus piping and to extend the length of pipe to</td>
</tr>
<tr>
<td></td>
<td>Move the point of connection to a new location.</td>
<td></td>
<td></td>
<td>a new point of connection.</td>
</tr>
<tr>
<td>106</td>
<td>Acoustic Ceilings: Modify acoustic T-bar ceilings for overhead rollup doors.</td>
<td>$1,014.00</td>
<td>Unforeseen Condition</td>
<td>During construction it was identified that the acoustic T-bar ceilings would need to be modified at the overhead doors to provide for an 8” clearance space as required by the</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>manufacturer.</td>
</tr>
<tr>
<td>107</td>
<td>Exit Light: Change the exit light at the elevator corridor.</td>
<td>$329.00</td>
<td>Owner Request</td>
<td>During construction the ceiling height at the corridor adjacent to the elevator had to be lowered to accommodate mechanical equipment and ducting that was to be</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>installed above ceilings. With the lowered ceiling, it was observed that the specified exit lights to be installed at the ceilings would hang lower than desired. The</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>contractor was directed to change the exit lights to a shorter style so they would not hang too low.</td>
</tr>
<tr>
<td>108</td>
<td>Provide audio/video equipment installation and additional data cabling and</td>
<td>$40,517.00</td>
<td>Owner Request</td>
<td>During construction the contractor was directed to include into their scope of work the installation of all owner-furnished audio/video equipment for the building. This</td>
</tr>
<tr>
<td></td>
<td>drops at various locations.</td>
<td></td>
<td></td>
<td>work included installation of all smart panel A/V cabinets, ceiling mounted projectors, and speakers. Additional data drops were required at various locations for</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>users’ network equipment (printers, copiers, etc.) This scope of work was originally scheduled to be provided by the District.</td>
</tr>
<tr>
<td>109</td>
<td>Change pull-chain locations on 15 window shades.</td>
<td>$1,099.00</td>
<td>Owner Request</td>
<td>After the installation of owner's furniture in the building, it was observed that the pull-chains that controlled the window shades at some rooms should be changed to the</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>opposite side for better access and to avoid conflict with the furniture. The contractor was directed to make the necessary changes to the pull-chains.</td>
</tr>
<tr>
<td>PCO</td>
<td>Description</td>
<td>Negotiated Amount</td>
<td>Reason</td>
<td>Summary</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>110</td>
<td>Landscape Changes: Add landscaping to the northwest corner of the building. Modify planting shrubs and tree types, add flagpole and donor brick walkways.</td>
<td>$ 73,523.00</td>
<td>Owner Request</td>
<td>During construction it was determined that the barren area at the northwest corner of the building site should be landscaped. The Contractor was directed to provide additional landscaping and site work. The work included removing unsuitable soil and installing good top soil, and adding hydro seeding, trees and irrigation to the barren northwest area. Work also included making changes to the species and quantity of trees to be provided, and minor revisions to the species of shrubs. Work also included adding a flagpole with a concrete base, lighting, and recessed concrete slab for the new donor brick walkways at Bldg. 400.</td>
</tr>
</tbody>
</table>

**TOTAL $ 166,868.00**
Change Order

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Project # BLDG 400, Student Services Ctr. (06-005)
Tel: 707-864-7189 Fax: 707-207-0423

Kitchell CEM

Date: 3/19/2008
To Contractor:
W.A. Thomas Co., Inc.
2356 Pacheco Blvd
Martinez, CA 94553

Architect’s Project No.: Contract Date: 5/22/2006
Contract Number: 06-005
Change Order Number: 16

This contract is hereby revised by the following items:

<table>
<thead>
<tr>
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<tbody>
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</tr>
<tr>
<td>98</td>
<td>Add (1) additional Exterior Hose Bib.</td>
<td>$227.00</td>
</tr>
<tr>
<td>99</td>
<td>Add Carpet over existing VCT in Veteran’s Office Room 463A, per Owner’s Request.</td>
<td>$800.00</td>
</tr>
<tr>
<td>100</td>
<td>Lower all Markerboards and install Walltalker Tack-Wall surface materials above Markerboards at exposed wall surface.</td>
<td>$8,244.00</td>
</tr>
<tr>
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<td>Install concealed 180-degree door closers at all corridor doors in lieu of contract-specified door closer.</td>
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<td>104</td>
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<td>105</td>
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<td>$9,926.00</td>
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<tr>
<td>110</td>
<td>Landscape Changes: Add landscaping to the northwest corner of the building. Modify planting shrubs and tree types, add flagpole and Donor Brick walkways.</td>
<td>$73,523.00</td>
</tr>
</tbody>
</table>

The original Contract Value was .................................................. $10,387,483.00
Sum of changes by prior Change Orders .............................................. $792,127.00
The Contract Value prior to this Change Order was ......................................... $11,179,607.00
The Contract Value will be changed by this Change Order in the amount of ............... $166,863.00
The new Contract Value Including this Change Order will be ................................................. $11,346,475.00
The Contract duration will be changed by .......................................................... 0 Days

W.A. Thomas, Inc.
Contractor
2356 Pachecos Blvd
Martinez, CA 94553

Address
By signature Laurence Miller
Date

LPA
Architect
5181 California Avenue
Irvine, CA 92617

Address
By signature Michael Henning
Date

Solano Community College District
Owner
4000 Suisun Valley Road
Fairfield, CA 94534

Address
By signature Frank W. Kitchen
Date
AGENDA ITEM: 9.(a)
MEETING DATE: March 19, 2008

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: BID #08-004, AUTHORIZATION TO AWARD CONTRACT TO WALSH ELECTRONICS SYSTEMS TECHNOLOGY FOR THE VALLEJO CENTER SECURITY SYSTEM PROJECT

REQUESTED ACTION: ACCEPTANCE OF BID #08-004

SUMMARY:
It is recommended that the District award the installation of a comprehensive security system for the Vallejo Center to Walsh Electronics Systems Technology. The total base bid amount is $109,115. Attached is the bid analysis prepared by Kitchell CEM Staff.

The new security system will include the installation of wiring and devices such as cameras, motion detectors, card readers, concealed magnetic alarm contacts and any other materials necessary to provide adequate levels of security that allow for remote monitoring by police services and physical security for the Vallejo Center.

This was the second attempt to publicly bid this scope of work. In the first attempt to bid this work, two bids received were incomplete and declared non-responsive.

CONTINUED ON NEXT PAGE:

SUPERINTENDENT’S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Frank W. Kitchen
Director of Facilities

PRESENTOR’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

Date Submitted to
SUPERINTENDENT/PRESIDENT

March 7, 2008

GERALD F. FISHER
Superintendent/President

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

March 7, 2008
TO: Members of the Governing Board

SUBJECT: BID #08-004, AUTHORIZATION TO AWARD CONTRACT TO WALSH ELECTRONICS SYSTEMS TECHNOLOGY FOR THE VALLEJO CENTER SECURITY SYSTEM PROJECT

REQUESTED ACTION: ACCEPTANCE OF BID #08-004

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

During the second public bid the District received one bid from Walsh Electronic Systems, which contained two (2) minor irregularities. The irregularities included typographical errors and the non-submittal of Form 313 (Bidder’s Information Sheet). Under the terms of the contract documents, under law, and based on the facts, the District has discretion to determine the responsiveness of the submitted bid. The District has factually determined that the irregularities do not affect the price or quality of the submitted bid. Therefore, the District waives any and all irregularities in the Walsh bid, including, but not limited to, any typographical errors and any failure to submit Form 313 (Bidder’s Information Sheet).

Ron Richards from Kitchell CEM will be at the meeting to answer any questions from the Governing Board. A copy of the bid plans, specifications and addendums for this project are available for review upon request through the Facility Office.
## Preliminary Result

**Project:** SCCD - Vallejo Center Security System  
**Meeting:** Bid Opening  
**Bid Date:** 01/24/08  
**Bid Time:** 2:00:00 PM  
**Bid Location:** Bldg 1900

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Engineer's Estimate</th>
<th>Low Bid</th>
<th>Average Bid</th>
<th>Adjusted Average Bid</th>
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</thead>
<tbody>
<tr>
<td>Welsh Electronic Systems Technology</td>
<td>$109,115.00</td>
<td>$152,000.00</td>
<td>$109,115.00</td>
<td>$109,115.00</td>
<td>$109,115.00</td>
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</tbody>
</table>

*Incomplete package due to missing form.*
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO:                Members of the Governing Board

SUBJECT:          BID #08-006, AUTHORIZATION TO AWARD CONTRACT TO VALLEY CREST LANDSCAPE DEVELOPMENT, INC., FOR THE ATHLETIC FIELD RENOVATIONS PROJECT

REQUESTED ACTION: ACCEPTANCE OF BID #8-006

SUMMARY:

It is recommended that the District award the Athletic Field Renovations Project to Valley Crest Landscape Development, Inc., the low responsive bidder, in the amount of $3,546,000.00, including bid alternate items #1 through #21. The base bid and alternate items listed are well under the final Engineer’s Estimate of $4,329,712 provided by the design consultant.

The base bid for this project was $2,987,700. The total cost of all alternates requested by the District is $558,300. The base bid and all 21 alternates are included in this proposed bid. Attached are the bid result documents prepared by the Kittrell CEM staff. This project involves the demolition, renovation and construction of the current Athletic Fields (including Baseball, Softball, Soccer and practice Football fields).

Frank W. Kitchen, Director of Facilities, will be at the meeting to answer any questions from the Governing Board. A copy of the bid plans, specifications and addendums for this project are available for review, upon request through the Facilities Office.

SUPERINTENDENT’S RECOMMENDATION:  ☑ APPROVAL  ☐ DISAPPROVAL  ☐ NOT REQUIRED  ☐ TABLE

__________________________
Frank W. Kitchen
Director of Facilities

PRESENTEE’S NAME

__________________________
400 Suisun Valley Road        ____________________________
Fairfield, CA 94534           Gerald F. Fisher

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

__________________________
March 7, 2008

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

__________________________
March 7, 2008

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

__________________________
March 7, 2008

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost 1</th>
<th>Cost 2</th>
<th>Cost 3</th>
<th>Cost 4</th>
<th>Cost 5</th>
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<th>Cost 7</th>
<th>Cost 8</th>
<th>Cost 9</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Alternate 10: Baseball Field: Furnish and Install Permanent Bleacher Systems</td>
<td>$30,000.00</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
<td>$12,500.00</td>
<td>$27,000.00</td>
<td>$3,000.00</td>
<td>$19,700.00</td>
<td>$5,200.00</td>
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<td>Alternate 20: Baseball Field: Furnish and Install Irrigation, Tree Planting, Mulch and River Rock</td>
<td>$44,000.00</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
<td>$44,000.00</td>
<td>$15,000.00</td>
<td>$18,000.00</td>
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<td>$28,250.00</td>
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<td>Alternate 11: Soccer Field: New &quot;Royal Blue&quot; Chain Link Fence with New Perimeter Fence</td>
<td>$30,000.00</td>
<td>$29,620.00</td>
<td>$11,240.00</td>
<td>$21,620.00</td>
<td>$30,500.00</td>
<td>$49,500.00</td>
<td>$26,670.00</td>
<td>$2,130.00</td>
<td>$26,510.00</td>
<td>$9,130.00</td>
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<td>Alternate 12: Soccer Field: Furnish and Install Two Portable Aluminum Bleacher Systems</td>
<td>$26,750.00</td>
<td>$17,820.00</td>
<td>$10,555.84</td>
<td>$26,710.00</td>
<td>$17,382.54</td>
<td>$21,930.00</td>
<td>$2,172.40</td>
<td>$20,520.00</td>
<td>$9,480.00</td>
<td>$11,880.00</td>
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<tr>
<td>Alternate 13: Soccer Field: Furnish and Install Two Portable Aluminum Bleacher Systems</td>
<td>$56,801.00</td>
<td>$13,168.00</td>
<td>$14,560.00</td>
<td>$43,873.00</td>
<td>$12,504.00</td>
<td>$18,740.00</td>
<td>$27,880.00</td>
<td>$3,124.00</td>
<td>$35,470.00</td>
<td>$10,524.00</td>
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</table>

**Engineers Estimate:** $4,300,000.00  
**Low Bid:** $3,546,000.00  
**Average Bid:** $4,158,336.00
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHILDREN'S PROGRAMS FACILITIES RENOVATION AND REPAIR CONTRACT – CRPM - 7076

REQUESTED ACTION: APPROVAL OF THE CONTRACT WITH SIGNED RESOLUTION

SUMMARY:

The program will receive an award of $14,800 for facility renovations and repairs from the fiscal year 2007-08 Budget Act. The funding will assist the program with efforts to maintain a healthy, safe, and accessible environment for the children.


A copy of the full agreement is available for public review in the Office of the Superintendent/President, in the Office of Children’s Programs, Fine and Applied Arts and Behavioral Sciences Division, and at the Board meeting.

SUPERINTENDENT’S RECOMMENDATION: ☒ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Christie Speck, Director
Children’s Programs
Fine & Applied Arts/Behavioral Sciences Division

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7183

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

GERALD F. FISHER
Superintendent/President

March 7, 2008

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

March 7, 2008

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SOLANO COMMUNITY COLLEGE DISTRICT

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

These funds shall not be used for any purpose considered nonreimbursable pursuant to the current Center-Base Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. The period for which expenditures may be made with these funds shall be from December 15, 2007 through June 30, 2010. The total amount payable pursuant to this agreement shall not exceed $14,800.00.

Expenditure of these funds shall be reported quarterly to the Child Development Fiscal Services Division (CDFS) on Form CDFS-9529 with fiscal quarters ending September 30, December 31, March 31, and June 30. Quarterly reporting must be submitted for reimbursement of expenditures. For non-local educational agencies, expenditures made for the period December 15, 2007 through June 30, 2008 shall be included in their 2007/08 audit. Expenditures for the period July 1, 2008 through June 30, 2009 shall be included in the 2008/09 audit. Expenditures for the period July 1, 2009 through June 30, 2010 shall be included in the 2009/10 audit. All audits are due by the 15th of the fifth month following the end of the contractor's fiscal year or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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

<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY (AUTHORIZED SIGNATURE)</td>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>Margie Burke</td>
<td>Gerald F. Fisher, Superintendent/President</td>
</tr>
<tr>
<td>TITLE</td>
<td>ADDRESS</td>
</tr>
<tr>
<td>Manager, Contracts &amp; Purchasing Svcs</td>
<td>4000 Suisun Valley Road Fairfield, CA 94534</td>
</tr>
<tr>
<td>AMOUNT ENCUMBERED BY THIS DOCUMENT $</td>
<td>14,800</td>
</tr>
<tr>
<td>PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT $</td>
<td>0</td>
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<tr>
<td>TOTAL AMOUNT ENCUMBERED TO DATE $</td>
<td>14,800</td>
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FORM T-12002.901

FUND TITLE

Federal

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

(OPTIONAL USE) 0656

FC# 93.575

PC# 000326

ITEM 30.10.020.901

6100-199-0890

CHAPTER 171

STATUTE 2007

FISCAL YEAR 2007-2008

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-5035 Rev-8290

T.B.A. NO.

B.R. NO.

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

DATE
STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. Time is of the essence in this Agreement.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of Congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

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

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

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b. Establish a Drug-Free Awareness Program to inform employees about:
      1) the dangers of drug abuse in the workplace;
      2) the person's or organization's policy of maintaining a drug-free workplace;
      3) any available counseling, rehabilitation and employee assistance programs; and,
      4) penalties that may be imposed upon employees for drug abuse violations.
   c. Every employee who works on the proposed contract will:
      1) receive a copy of the company's drug-free workplace policy statement; and,
      2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Public Contract Code 10296) (Not applicable to public entities.)

4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

5. **SWEATFREE CODE OF CONDUCT:**
   a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convicit labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convicit labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
   b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

6. **DOMESTIC PARTNERS:** For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.
<table>
<thead>
<tr>
<th>Service Location(s)</th>
<th>Site Name</th>
<th>Vendor</th>
<th>County</th>
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<tbody>
<tr>
<td>Solano Community College</td>
<td>Solano Community College Children's Programs</td>
<td>7055</td>
<td>Solano</td>
</tr>
</tbody>
</table>
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2007/08-2009/10.

RESOLUTION

BE IT RESOLVED that the Governing Board of SOLANO COMMUNITY COLLEGE DISTRICT

authorizes entering into local agreement number/s CRPM-7076 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phil McCaffrey</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Gerald F. Fisher</td>
<td>Secretary</td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 19th day of March 2008 2007/08-2009/10, by the Governing Board of Solano Community College District of Solano County, California.

I, Gerald F. Fisher, Clerk of the Governing Board of Solano Community College District, of Solano County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a Board meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FIRST READING OF NEW STUDENT SERVICES POLICY
5055, SERIES 5000

REQUESTED ACTION: INFORMATION

SUMMARY:
The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, District staff presents for information Student Services Policy 5055 (Enrollment Priorities).

The Executive Council reviewed and approved new Policy 5055 (Enrollment Priorities) at their meeting held December 10, 2007. The Shared Governance Council reviewed and approved this new policy at their meeting held February 13, 2008.

SUPERINTENDENT'S RECOMMENDATION: ☒ NOT REQUIRED ☐ APPROVAL ☐ DISAPPROVAL ☐ TABLE

Lisa J. Waits, Ed.D., Vice President
Student Services

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7223

TELEPHONE NUMBER

Student Services

ORGANIZATION

March 7, 2008
DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

GERALD F. FISHER
Superintendent/President

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

March 7, 2008
SOLANO COMMUNITY COLLEGE DISTRICT

ENROLLMENT PRIORITIES

POLICY: All courses of the District shall be open to enrollment, subject to a priority system that may be established. Enrollment also may be limited to students meeting properly validated prerequisites and corequisites, or due to other, practical considerations.

The Superintendent/President or designee shall establish procedures defining enrollment priorities, limitations, and processes for student challenge, which shall comply with Title 5 regulations.

REFERENCES/AUTHORITY: Title 5, Sections 51006, 58106, 58108

LW:lg

BP5055

Executive Council Review: December 10, 2007

Shared Governance Review: February 13, 2008

ADOPTED: XXXXXX
AGENDA ITEM 10.(b)  
MEETING DATE March 19, 2008

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FIRST READING OF REVISIONS TO HUMAN RESOURCES POLICIES, SERIES 4000

REQUESTED ACTION: INFORMATION

SUMMARY:
The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, District staff presents for information Human Resources Policies 4300 (Drug-Free Workplace); 4310 (Americans with Disabilities); 4420 (Extended Day and Summer School Employment); 4430 (Termination of Temporary and Substitute Employees); 4440 (Student Intern Instructors/Counselors); 4530 (Reemployment); 4540 (Sabbatical Leaves); 4700 (The Classified Service); 4730 (Compensation and Related Benefits); 4740 (Leaves); 4750 (Vacation and Holidays); 4760 (Layoff of Employees); 4770 (Disciplinary Action); 4775 (Discipline and Dismissal - Academic Employees); and 4790 (Whistleblower Protection).

The Executive Council reviewed and approved these policies at their meeting held January 22, 2008. The Shared Governance Council reviewed and approved these policies at their meetings held February 13, 2008, February 27, 2008 or March 12, 2008.

SUPERINTENDENT’S RECOMMENDATION: □ APPROVAL □ DISAPPROVAL
☑ NOT REQUIRED □ TABLE

Richard Christensen, Ed.D.
Director of Human Resources

PRESENTER’S NAME

4000 Suisun Valley Road  
Fairfield, CA  94534

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

GERALD F. FISHER  
Superintendent/President

ORGANIZATION

March 12, 2008

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

DRUG-FREE WORKPLACE

POLICY:
The Solano Community College District, by virtue of this policy, commits to the adoption, implementation, and enforcement of Public Law 100-690 also known as the Drug-Free Workplace Act of 1988. The Superintendent-President, or designee, shall establish programs and procedures to ensure the maintenance of a drug-free workplace in accordance with this policy. The District shall be free from all drugs and from the unlawful possession, use, or distribution of illicit drugs and alcohol by employees.

This policy applies to every aspect of District-wide employment and its educational programs in an effort to provide a drug-free workplace and drug-free educational environment. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in all facilities under the control and use of the District.

It shall be the responsibility of the Governing Board and the Superintendent-President to ensure effective implementation and support of the policy. Any employee who violates this policy will be subject to disciplinary action, which may include referral to an appropriate rehabilitation program, suspension, demotion or dismissal.

REFERENCES/AUTHORITY:
Drug Free Schools and Communities Act, 20 U.S.C. Section 1145g and 34 C.F.R. Section 86.1 et seq.

BF/ew
Poli4300
RDC/zg

ADOPTED: June 20, 1990

REVISED: 1/22/08
Approved SGC: 2/13/08
SOLANO COMMUNITY COLLEGE DISTRICT

AMERICANS WITH DISABILITIES

POLICY: The Governing Board of the Solano Community College District ensures that employment practices do not unlawfully discriminate against qualified persons with disabilities in the application and recruitment processes, pre-employment testing, hiring, advancement, training, compensation and termination of employment, or in the terms, conditions and privileges of employment.

Solano Community College District, to the extent required by law, will make reasonable accommodations for qualified individuals with disabilities who are employees or applicants for employment unless undue hardship, as defined by law, would result.

REFERENCES/AUTHORITY: Americans with Disabilities Act of 1990 (ADA)
Section 504 of the Rehabilitation Act of 1973
California Government Code Sections 12926 and 12940 (FEHA)
California Code of Regulations Sections 7293 - 7294

SD/zg: ADA Policy
8/14/96
RDC/zg

ADOPTED: May 21, 1997

REVISED:

Approved EC: 1/22/08
Approved SGC: 2/13/08
SOLANO COMMUNITY COLLEGE DISTRICT

EXTENDED DAY AND SUMMER SCHOOL EMPLOYMENT 4420

POLICY: All extended day and summer school faculty members shall be employed by payroll memo/notice of employment and paid in regular equal monthly installments in concert with the payroll dates.

Extended day instructors are expected to meet all classes during the semester or session. Failure to meet such classes shall result in a loss in the following month's pay for the total hours missed, excluding sick leave, personal necessity and bereavement leave.

The sick leave does not apply to extended day faculty employed by with a special contract by another agency.

If the District is forced to cancel a class and prior notification is given to affected employee(s), the District shall not be obligated to pay the salary.

REFERENCES/ AUTHORITY: Solano Community College District Governing Board

JW/ew-SLD/zgRDC/zg

Poli-BP 4420

ADOPTED: April 17, 1972

REVISED: February 18, 1987,

Approved EC: 1/22/08
Approved SGC: 2/13/08
SOLANO COMMUNITY COLLEGE DISTRICT

TERMINATION OF TEMPORARY AND SUBSTITUTE EMPLOYEES

POLICY: The Governing Board or designee may terminate the employment of temporary employees (adjunct and substitute) at any time, its discretion at the end of a day or week whichever is deemed appropriate.

Substitute employees can be dismissed at the discretion of the Governing Board.

The decision to terminate the employment is not subject to judicial review except as to the time of termination.

REFERENCES/authority: California Education Code, Sections 87665-87742

FW/ew- SLD/zg RDC/zg

Poli-BP 4430

ADOPTED: February 18, 1987

REVISED:

Approved EC: 1/22/08
Approved SGC: 2/27/08
SOLANO COMMUNITY COLLEGE DISTRICT

STUDENT INTERN INSTRUCTORS/COUNSELORS

POLICY: The District may participate cooperatively with other accredited institutions in student teaching and internship programs upon approval of the division/department involved, the appropriate Vice President and the Superintendent/President.

REFERENCES/ AUTHORITY: Solano Community College District Governing Board

APPROVED: 1/22/08
Approved EC: 1/22/08
Approved SGC: 2/13/08

SOLANO COMMUNITY COLLEGE DISTRICT

REEMPLOYMENT

POLICY: When any certificated academic employee has resigned or been dismissed for cause and shall thereafter be reemployed by the Governing Board, the date of employment shall be deemed to be the date on which he/she rendered paid service after reemployment.

When an employee's services are terminated for lack of enrollment or discontinuance of service or are otherwise interrupted in a manner declared by law not to constitute a break in service, his/her original order of employment shall stand.

REFERENCES/AUTHORITY: California Education Code, Section 87417

FW/ew RDC/zg

Poli 4530

ADOPTED: February 18, 1987

REVISED:

Approved EC: 1/22/08
Approved SGC: 2/27/08
SOLANO COMMUNITY COLLEGE DISTRICT

SABBATICAL LEAVES

POLICY:
Sabbatical leaves are granted to provide opportunities to improve professional skills which will benefit students and the District. Sabbatical leave guidelines are established through collective bargaining agreements with the faculty.

Periods of Sabbatical Leave

A sabbatical leave may not be granted for a period of less than one (1) full semester nor more than one (1) year. A one (1) year leave may be taken in separate semester periods rather than for a continuous one (1) year period provided that the leave for both of the semester periods shall be commenced and completed within a three (3) year period and that such a plan is clearly stated at the time of the original application. Any period of service by the individual intervening between the two (2) separate semester periods or separate quarters of the leave shall comprise a part of the service required for a subsequent such leave.

Employment During Sabbatical Leaves

In his/her application for sabbatical leave, the employee shall fully disclose all facts relating to any compensation to be received by him/her, other than expense reimbursement, whether from employment, grant, fellowship, or any other source which is an integral or related part of his/her sabbatical program. Such compensation that brings the employee’s total income in excess of one hundred (100) percent of the employee’s salary for that year had he/she not taken leave will be deducted from the District’s contribution.

Required Service After Sabbatical Leave - Written Agreement

Every employee, as a condition to being granted a sabbatical leave, shall agree in writing to render a period of service in the employ of the Governing Board of the District following his/her return from the leave which is equal to twice the period of the leave.
SABBATICAL LEAVES (Continued)

Pro Rata Reduction of Payment Upon Default

If the employee does not serve for the entire period of service agreed upon, the amount of compensation paid for the leave shall be reduced by an amount which is proportional to the amount of time not served. Exceptions may be made by the Governing Board and as stipulated in the Education Code.

If the employee fails to comply with the terms of the Sabbatical Leave Agreement or this policy or any state laws regarding sabbatical leaves, such default may result in loss of compensation to the employee.

Liability for Death or Injury During Leave

Both the Governing Board of the Community College District and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in an academic position, when the death or injury occurs while the employee is on any leave of absence.

In the event of the death or permanent disability of the employee at any time during the sabbatical leave, the employee or his/her estate will be relieved of any remaining financial obligation as incurred under this Section.

Salary Increases and Placement on Salary Schedule

An employee who is granted a sabbatical leave shall be subject to the salary schedule in effect at the time of his/her return. Upon his/her return to employment, an employee who has satisfied the conditions governing the granting of his/her leave may count, toward placement on the salary schedule, credits earned for professional improvement during sabbatical leave. The leave shall be considered as time in service in the District for salary schedule purposes.
REFERENCES/ 
AUTHORITY:  California Education Code, Sections 87767-71, 87774-75

Solano Community College Governing Board

SLD/zg

BP 4540

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SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

THE CLASSIFIED SERVICE

POLICY:

The classified service in the Solano Community College District shall consist of personnel employed in positions not requiring certification. All employees so assigned shall be known as the classified service.

Regular employees are individuals appointed on a continuing basis in an authorized position and include the following:

A. Probationary employees. A new employee in the classified service shall serve a probationary period and shall be designated as a probationary employee.

B. Permanent employees. Permanent status is accorded to an employee who has filled an authorized position on a regular basis and who has performed satisfactorily for a designated probationary period.

Employees are either:

A. Full-time employees. Regular employees appointed on a continuing basis in a position requiring service of eight (8) hours a day or forty (40) hours a week.

B. Part-time employees. Regular employees appointed on a continuing basis in a position which requires service of less than eight (8) hours a day or less than forty (40) hours a week.

REFERENCES/AUTHORITY:

California Education Code, Sections 88001, 88004, 88013

JW/ew
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SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

COMPENSATION AND RELATED BENEFITS

POLICY:

Reclassification of Position

The Governing Board may, upon the recommendation of the Superintendent/President and upon agreement with the appropriate collective bargaining unit, as required, reclassify a position to a more appropriate class, whether new or already created. Reclassification of a position may result from a study which reveals that the responsibility level or job duties of a particular position have changed sufficiently to meet the requirements of a different position class.

An employee has the right to request reclassification of a position.

Working Out of Classification

 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position beyond five (5) days within a fifteen (15)-calendar day period. An employee may be required to perform duties beyond those assigned to the position for a period of more than five (5) working days provided that the salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside normal assigned duties.

The intent of this section of the law is to permit school districts to temporarily work employees outside of their normal duties but, in so doing, to require that some additional compensation be provided during such temporary assignment.

No employee shall be required or permitted to work out of classification without prior approval of the Superintendent-President or designee.
COMPENSATION AND RELATED BENEFITS (Continued)

Workweek/Workday

The Superintendent/President may make adjustments in workdays in case of emergency and/or in the interest of efficiency of operation of the District.

The actual schedule of days and hours worked may vary with the individual departments.

Academic Schedule - The regular workweek shall be forty (40) hours within any seven (7) day period and the workday shall be eight (8) hours within any twenty-four (24) hour period. These provisions do not restrict the extension of a regular workweek or workday on an overtime basis when necessary to carry on the business of the District.

Summer Schedule - The Governing Board may establish a ten (10)-hour-per-day, forty (40)-hour, four (4)-consecutive-day workweek for all or certain classes of its employees provided the establishment of such a workweek has the concurrence of the concerned employee, class of employees, or classes of employees as ascertained through the employee organization representing a majority of the concerned employees.

Overtime (Fair Labor Standards Act)

Fair Labor Standards Act overtime is defined to include any time required to be worked in excess of the standard workweek designated by the District.

Prior approval for overtime must be granted by the Dean on the recommendation of the appropriate supervisor.

The Governing Board shall provide for such compensation or compensatory time off at a rate equal to time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime.
REFERENCES/AUTHORITY: California Education Code, Sections 88010, 88026, 88027, 88031
Fair Labor Standards Act

JW/ew SLD/zw

Poli BP 4730

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LEAVES

POLICY: Employees shall be granted leaves of absence as provided by the California Education Code, collective bargaining agreements and/or policy manual.

Leave records are maintained by the Personnel Office. Leave time is recorded in hours and may be taken in thirty (30) minute units; less than thirty (30) minutes will be charged as thirty (30) minutes and more than thirty (30) minutes shall be charged as one (1) hour.

Quarantine

When a period of enforced quarantine occurs requiring an employee(s) to be absent from duty, he/she shall receive full salary, and no deduction shall be made from accrued sick leave.

A written statement from a licensed or other qualified physician and/or public health authorities relative to the quarantine restriction shall be required in all cases.

Death of Employee or Former Employee

An employee may be permitted to be absent from duty for the purpose of attending the funeral services of an employee or a former employee of the District when the services are being held during the regular school day and do not interfere with the reasonable functioning of the District.

The appropriate manager may approve the request. Such absences shall not be deducted from authorized absences or leaves.

Conference Attendance

A regular employee may be authorized to attend a meeting or conference without loss of salary and with reimbursement up to the authorized amount for necessary travel expenses and room and board upon receiving prior approval from the appropriate manager. Such leave shall not be charged against the employee.
LEAVES (Continued)

Long-Term Health Leave

A permanent employee who has been absent sixty (60) days because of industrial accident or illness and has used all days of earned illness absence and vacation time, may make a request to the Governing Board for a long-term health leave for a specified period of time not to exceed one (1) year. The leave may be renewed for one (1) additional six (6) month period by the Governing Board.

At the conclusion of the leave, an employee may return to a position within the class to which he/she was assigned providing the attending physician verifies that he/she is fully able to assume all the responsibilities of the position and providing a position is available. If at the conclusion of eighteen (18) months of absence, the employee is still unable to assume the duties of an available position in the same class, he/she will be placed on a re-employment list for a period of thirty-nine (39) months. If the employee is able to assume the duties of the position as verified by a physician's certificate within the thirty-nine (39) month period, he/she shall be considered for the first vacancy in the classification of his/her previous assignment. Re-employment shall take preference over all other candidates except those laid off for lack of work or funds. Upon resumption of duties, the break in service shall be disregarded and he/she shall be restored as a permanent employee.

REFERENCES/AUTHORITY:
Solano Community College District Governing Board
California Education Code, Section 88192

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SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

VACATION AND HOLIDAYS

POLICY: The Governing Board shall provide paid vacation and paid holidays for regular employees of the District as specified in respective collective bargaining agreements or the Management Salary, Benefits and Policies Manual.

Vacation Schedules

Vacations shall be scheduled for employees at times least disruptive to the efficient operation of the District and with mutual consent of the employee and supervisor.

Holidays

The following holidays shall be observed by Solano Community College:

1. Independence Day
2. Labor Day
3. Admission Day or another day as agreed upon by the bargaining units
4. Veterans Day
5. Thanksgiving Day
6. Day following Thanksgiving Day
7. Christmas Day
8. Day after Christmas Day
9. New Year's Day
10. Day after New Year's Day
11. Martin Luther King, Jr. Day
12. Lincoln Day
13. Washington Day
14. Last day of Spring Recess
15. Memorial Day

Each holiday shall be observed on the day provided by law, by presidential or gubernatorial proclamation, by the Governing Board or as provided by the collective bargaining agreements as appropriate in each case.

Admission Day if not observed as a non-work day may be authorized as a floating holiday.
VACATION AND HOLIDAYS (Continued)

When a holiday falls on Sunday it shall be observed on the succeeding Monday; when a holiday falls on a Saturday it shall be observed on the preceding Friday.

REFERENCES/ AUTHORITY: California Education Code, Sections 88203, 88205, 88205.5, 88206.

AW/ew SLD/zg

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SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

LAYOFF OF EMPLOYEES

POLICY: An employee may be terminated from employment or receive a reduction in assigned hours worked because of lack of work or lack of funds. Layoff is not a disciplinary action.

The District shall lay off employees in accordance with District guidelines, California Education Code regulations, and collective bargaining agreements, as appropriate.

REFERENCES/AUTHORITY: California Education Code, Sections 88014-88017

JW/ew SLD/zg

Poli BP4760

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SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

DISCIPLINARY ACTION

POLICY: A probationary employee may be released at any time by the Governing Board upon recommendation of the appropriate administrator or supervisor.

A permanent employee shall be subject to dismissal for cause as determined by the Governing Board and by procedures as established by the respective collective bargaining agreements, if applicable. The policies and procedures relating to dismissal are outlined under "Causes for Suspension, Demotion, Dismissal".

Causes for Discipline

The Superintendent-President may for cause, dismiss, suspend, or demote any permanent or promotional probationary employee in the classified service.

Suspension: Temporary removal of an employee from his/her position with or without loss of pay as a disciplinary measure or removal of an employee preliminary to investigation of charges pending demotion or dismissal.

Demotion: Reduction of an employee from a given class (or group of similar positions combined under a common title) to a class having a lower salary rate. This does not apply to the reclassification of an entire group of employees.

Dismissal: Separation, discharge or permanent removal of an employee from his/her position for cause in accordance with the provisions of the California Education Code and Governing Board policies.

Causes for Suspension, Demotion, Dismissal

One (1) or more of the following causes may be grounds for suspension, demotion, or dismissal of any person employed in the classified service:

A. Incompetency or inefficiency in the performance of duties of the position.
B. Insubordination (including, but not limited to, refusal to do assigned work).
C. Carelessness or negligence in the performance of duty or in the care or use of District property.
D. Discourteous, offensive, or abusive conduct or language toward other employees.
E. Dishonesty.
F. Drinking on the job, the possession of alcoholic beverages on the job, or reporting for work while under the influence of alcoholic beverages.
G. Addiction to the use of narcotics.
H. Personal conduct unbefitting to an officer or employee of the District.
I. Engaging in political activity during assigned hours of employment.
J. Conviction of any crime involving moral turpitude.
K. Conviction for sex offense as defined in California Education Code, Section 88022.
L. Repeated and unexcused absence or tardiness.
M. Absence of three (3) or more days without authorization.
N. Abuse of any leave privileges.
O. Falsifying any information supplied to the District, including but not limited to, information supplied on application forms, employment records, or any other District records.
P. Persistent violation or refusal to obey safety rules or regulations made applicable to public schools by the Governing Board or by an appropriate state or local governmental agency.
Q. Willful or persistent violation of the California Education Code or rules of the Governing Board.
R. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
S. Any willful failure of good conduct tending to injure the public service.
T. Abandonment of position.
SOLANO COUNTY COMMUNITY COLLEGE DISTRICT

DISCIPLINARY ACTION (Continued)

U. Advocacy of overthrow of federal, state, or local government by force, violence, or other unlawful means.

REFERENCES/ AUTHORITY: California Education Code, Section 88013

Poli BP 4770

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SOLANO COMMUNITY COLLEGE DISTRICT

DISCIPLINE AND DISMISSAL – ACADEMIC EMPLOYEES

POLICY: A contract or regular employee may be dismissed or penalized for one or more of the grounds set forth in Education Code Section 87732. If the employee is to be penalized, the Board shall determine the nature of the penalties. If the Board decides to dismiss or penalize a contract or regular employee, it shall assure that each of the following has been satisfied:

- The employee has been evaluated in accordance with standards and procedures established in accordance with the provisions of Education Code Sections 87660 et seq., and any administrative procedure for evaluation contained in a collective bargaining agreement;
- The Board has received all statements of evaluation which considers the events for which dismissal or penalties may be imposed;
- The Board has received a recommendation from the Superintendent/President.
- The Board has considered the statements of evaluation and the recommendations in a lawful meeting.

If the Board decides it intends to dismiss or penalize a contract or regular employee, it shall take the actions required by the Education Code, and the Superintendent/President or designee shall thereafter assure that the employee is afforded the full post-termination due process required by the Education Code sections 87666 through 87681, and 897740.

The Superintendent/President shall establish procedures that define the conditions and processes for dismissal, discipline, and due process and ensure they are available to employees.

REFERENCES/ AUTHORITY: California Education Code, Sections 87669 and 87732

RDC/zg

ADOPTED:

Approved EC: 1/22/08
Approved SGC: 2/27/08
SOLANO COMMUNITY COLLEGE DISTRICT

WHISTLEBLOWER PROTECTION

POLICY: The Superintendent/President shall establish procedures regarding the reporting and investigation of suspected unlawful activities by district employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing procedures, "unlawful activity" refers to any activity—intention or negligent—that violates state or federal law, local ordinances, or District policy.

The procedures shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, district employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

REFERENCES/AUTHORITY:
California Labor Code, Section 1102.5
California Government Code, Section 53296
Private Attorney General Act of 2004 (Labor Code, Section 2698)
Solano Community College District Governing Board

RDC/zg

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