SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2009-2010

Short-term/Temporary/Substitute

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Dates</th>
<th>Amount/Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>Brenda Alexander</td>
<td>Admin. Asst. III – Gm Ed. Grnt</td>
<td>5/21/10-6/30/10</td>
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<td>Glenn Burgess</td>
<td>Nursing Inst. Growth Grant Mentor</td>
<td>1/20/10-5/30/10</td>
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<td>Theresa DeResta</td>
<td>Nursing Inst. Growth Grant Mentor</td>
<td>1/20/10-5/30/10</td>
<td>$1,000.00</td>
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<td>Jeremy Erickson</td>
<td>Grounds Maint. Tech. SUB</td>
<td>6/17/10-6/30/10</td>
<td>$13.26</td>
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<td>Lynette Gray</td>
<td>Office Assistant</td>
<td>6/17/10-6/30/10</td>
<td>$9.60</td>
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<td>Emma Martinez</td>
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<td>6/17/10-6/30/10</td>
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<td>Karen McCord</td>
<td>Ethnic Studies Instruction</td>
<td>6/14/10-6/30/10</td>
<td>$67.21</td>
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<td>Stephen Patterson</td>
<td>Grounds Maint. Tech. SUB</td>
<td>6/17/10-6/30/10</td>
<td>$14.47</td>
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<tr>
<td>Sandra Rotenberg</td>
<td>E-College Course/Curr. Library</td>
<td>6/01/10-6/30/10</td>
<td>$60.80</td>
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<td>Michael Warehut</td>
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<td>6/17/10-6/30/10</td>
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<td>Thomas Watkins</td>
<td>Academic Senate/Accred.</td>
<td>6/01/10-6/30/10</td>
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EMPLOYMENT 2010-2011

Regular Assignment

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<tr>
<th>Name</th>
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<td>To be announced</td>
<td>Center Dean, Vacaville Center &amp; Travis Air Force Base Center</td>
<td>To be determined</td>
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<tr>
<td>To be announced</td>
<td>Dean of Academic Success &amp; Learning Resources</td>
<td>To be determined</td>
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Trudy Largent, J.D.
Interim Director of Human Resources

JOWEL V. EAGUERRE, Ph.D.
Superintendent/President

June 4, 2010
Date Submitted

June 4, 2010
Date Approved
EMPLOYMENT 2010-2011

Regular Assignment (Continued)

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<thead>
<tr>
<th>Name</th>
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<tr>
<td>To be announced</td>
<td>Executive Director, Institutional Advancement</td>
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Change in Assignment

John Urrutia  From Dean, Business & Career Technical Division to Instructor, Computer Science  7/1/10

Short-term/Temporary/Substitute

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<th>Name</th>
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<th>Amount/Hourly Rate</th>
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<td>Adjunct Faculty</td>
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<td>Bookstore Assistant (4)</td>
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<tr>
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<td>Angela Apostal</td>
<td>DSP Counseling</td>
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<td>7/1/10-6/30/11</td>
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<td>Fred Coburn</td>
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Short-term/Temporary/Substitute (Continued)

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<td>Marcie McDaniels</td>
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<td>Michelle Starbuck</td>
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<td>Thomas Watkins</td>
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<td>Renee Worthy</td>
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Independent Contractor

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<td>Ronald Barrett, Sr.</td>
<td>Counseling &amp; technical assistance, SBDC Program Income</td>
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<td>Martha Christopher</td>
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### Independent Contractor (Continued)

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<td><strong>Small Business Development Center (SBDC)</strong>&lt;br&gt;Charles Eason, Responsible Manager</td>
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<td>Brian Cushing</td>
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<td>Carolynne Gamble</td>
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<td>Ervin Hicks</td>
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<td>Steven Howard</td>
<td>Counseling &amp; technical assistance, City of Suisun City Contract</td>
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<td>Jill Kuwamoto-Dyoung</td>
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<td>Mark Lillis</td>
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<td>Anni Minuzzo</td>
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<td>Charles Monahan</td>
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<td>Albert Sullivan</td>
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## Independent Contractor (Continued)

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<th>Dates</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Shirley Lewis</td>
<td><strong>Tech Prep</strong>&lt;br&gt;Responsible Manager&lt;br&gt;Plan, develop, coordinate, and execute projects and activities for 2010-11 goals and objectives for the SCC Tech Prep grant.</td>
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<td>Julia May</td>
<td>SCC Tech Prep Coordinator:</td>
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## Green Education Program (GEP)

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<th>Amount</th>
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<tbody>
<tr>
<td>John Urrutia</td>
<td><strong>GEP Program Income</strong>&lt;br&gt;Curr. Development and Program Management for SCC GEP, GEP Program Income</td>
<td>7/1/10-12/31/10</td>
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<td>Roberto Cortez</td>
<td>Instructional services for SCC GEP, GEP Program Income</td>
<td>7/1/10-12/31/10</td>
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<td>Paul Fair</td>
<td>Curr. Development and Program Management for SCC GEP, GEP Program Income</td>
<td>7/1/10-12/31/10</td>
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<td>Paul Fair</td>
<td>Instructional services for SCC GEP, GEP Program Income</td>
<td>7/1/10-12/31/10</td>
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<td>Willis Gummooe</td>
<td>Instructional services for SCC GEP, GEP Program Income</td>
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<td>Dale Ivan Pfeiffer</td>
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## Professional Experts

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<th>Amount/ Hourly Rate</th>
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<tbody>
<tr>
<td>Alexander Apaka</td>
<td>Journey Level Asst Fire Instructor</td>
<td>7/1/10-6/30/11</td>
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<td>Stewart Balderama</td>
<td>Journey Level Asst Fire Instructor</td>
<td>7/1/10-6/30/11</td>
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<tr>
<td>Anthony Beck</td>
<td>Journey Level Asst Fire Instructor</td>
<td>7/1/10-6/30/11</td>
<td>$25.00</td>
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<tr>
<td>Chris Bishop</td>
<td>Journey Level Asst Fire Instructor</td>
<td>7/1/10-6/30/11</td>
<td>$25.00</td>
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<tr>
<td>Natalie Bradley</td>
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Professional Experts - continued:

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<td>Lashon Foster</td>
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<td>Shirley Gunn</td>
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<td>Connilyn Holloway</td>
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<td>Lori Knight</td>
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<td>Danielle Madrid</td>
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GRATUITOUS SERVICE – continued:

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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:

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<td>11021371-11021428</td>
<td></td>
<td>$9,224.10</td>
</tr>
<tr>
<td>05/24/10</td>
<td>Warrant Listing</td>
<td>11021429-11021515</td>
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<td>$206,235.48</td>
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<td>05/25/10</td>
<td>Warrant Listing</td>
<td>11021516-11021521</td>
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<td>$67,181.18</td>
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<td>05/25/10</td>
<td>Warrant Listing</td>
<td>11021522-11021526</td>
<td></td>
<td>$732,865.17</td>
</tr>
</tbody>
</table>

CONTINUED ON NEXT PAGE:

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

Carey C. Roth, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 4, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

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

June 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT
TO: Members of the Governing Board  

SUBJECT: WARRANT LISTINGS  

REQUESTED ACTION: APPROVAL  

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Number</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/02/10</td>
<td>Warrant Listing</td>
<td>11021527-11021684</td>
<td>$727,845.01</td>
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<td>06/04/10</td>
<td>Warrant Listing</td>
<td>11021685-11021839</td>
<td>$ 18,261.50</td>
</tr>
<tr>
<td>06/04/10</td>
<td>Warrant Listing</td>
<td>11021840-11021849</td>
<td>$122,542.33</td>
</tr>
<tr>
<td>06/08/10</td>
<td>Warrant Listing</td>
<td>11021850-11021994</td>
<td>$ 673,054.71</td>
</tr>
<tr>
<td>06/08/10</td>
<td>Warrant Listing</td>
<td>11021995-11021998</td>
<td>$ 13,245.52</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, and Library.
AGENDA ITEM 7. (d)
MEETING DATE June 16, 2010

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 14 ALTERN CONSTRUCTION, INC.
FOR BUILDING 1700A-GYMNASIUM

REQUESTED ACTION: APPROVE CHANGE ORDER

SUMMARY:

Board approval is requested for Change Order No. 14 to Alten Construction, Inc.’s base contract for Building 1700A-Gymnasium. The revised contract amount is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Award Amount</td>
<td>$6,122,433.00</td>
</tr>
<tr>
<td>Prior Change Orders</td>
<td>$1,031,197.00</td>
</tr>
<tr>
<td>Change Order No. 14</td>
<td>$8,624.00</td>
</tr>
<tr>
<td>Total Change Orders</td>
<td>$1,039,821.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$7,162,254.00</td>
</tr>
</tbody>
</table>

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

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

David V. Froehlich
Director of Facilities

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Facilities

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

June 4, 2010

PAGE 13
<table>
<thead>
<tr>
<th>PCO</th>
<th>Description</th>
<th>Negotiated Amount</th>
<th>Reason</th>
<th>CO</th>
</tr>
</thead>
<tbody>
<tr>
<td>235</td>
<td>Department of State Architect (DSA) review of the submitted drawings (deferred approval) required scope changes modifying the fabrication of Kalwall panels in the initial structural design of the canopies to be installed at Buildings 1700A &amp; B.</td>
<td>$ 8,624.00</td>
<td>Agency Review</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$ 8,624.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
AGENDA ITEM 7. (e)
MEETING DATE June 16, 2010

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CHANGE ORDER NO. 18 TO ROEBBELEN CONTRACTING, INC., CONSTRUCTION OF VACAVILLE CAMPUS – NEW CLASSROOM BUILDING

REQUESTED ACTION: APPROVE CHANGE ORDER

SUMMARY:

Board approval is requested for Change Order No. 18 to Roebelen Contracting, Inc.’s base contract for the Vacaville Center - New Classroom Building. Revised contract amount is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Award Amount</td>
<td>$14,059,000.00</td>
</tr>
<tr>
<td>Prior Change Orders</td>
<td>$1,119,123.00</td>
</tr>
<tr>
<td>Change Order No. 18</td>
<td>$83,389.00</td>
</tr>
<tr>
<td>Total Change Orders</td>
<td>$1,202,512.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$15,261,512.00</td>
</tr>
</tbody>
</table>

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

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

David V. Froehlich
Director of Facilities

PRESENTOR’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Facilities

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

June 4, 2010
<table>
<thead>
<tr>
<th>PCO</th>
<th>Description</th>
<th>Negotiated Amount</th>
<th>Reason</th>
<th>CO</th>
</tr>
</thead>
<tbody>
<tr>
<td>165</td>
<td>Per the Contract Documents, smoke detectors are required for the Pre-Action fire protection system in IT spaces. The Contractor contested the work, so the District hired a separate contractor to install the smoke detectors, and backcharged the Contractor.</td>
<td>$3,500.00</td>
<td>Owner Requested</td>
<td>18</td>
</tr>
<tr>
<td>151</td>
<td>The contract documents do not call for insulation of hydronic piping beneath the roof line, except in cavity spaces and inaccessible spaces. The Contractor was directed to insulate all hydronic piping by a Request for Information response.</td>
<td>$17,719.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>203</td>
<td>The Contractor was directed to install twelve (12) additional exit signs, per the Division of the State Architect (DSA).</td>
<td>$3,225.00</td>
<td>Agency Requirement</td>
<td>18</td>
</tr>
<tr>
<td>216</td>
<td>The Contractor was directed to change out six (6) door thresholds (installed per specifications) which were not wide enough to transition appropriately between the interior and exterior floor surfaces.</td>
<td>$563.00</td>
<td>Unforeseen Condition</td>
<td>18</td>
</tr>
<tr>
<td>213</td>
<td>The contract documents did not provide a detail for the fixed projector mount installation. The Contractor was provided an installation detail to install the mounts.</td>
<td>$920.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>201</td>
<td>The Contract Documents do not detail the soffit opening for the roll-up door in the Multi-Use Room. The Contractor was directed to frame and install gypsum wall board at the East, South and West walls of the pocket in addition to a gypsum &quot;ceiling&quot; at the top of the soffit.</td>
<td>$2,261.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>215</td>
<td>Due to the PG &amp; E gas pressure on-site, an additional gas regulator was required at the hot water heaters. The Contractor was directed to install the additional regulator.</td>
<td>$1,857.00</td>
<td>Unforeseen Condition</td>
<td>18</td>
</tr>
<tr>
<td>209</td>
<td>The height specified in the Contract Documents for the toilet seat cover dispensers did not allow for janitorial service access. The Contractor was directed to remove the dispensers and reinstall at the new height.</td>
<td>$308.00</td>
<td>Owner Requested</td>
<td>18</td>
</tr>
<tr>
<td>208</td>
<td>The Contractor was directed by the District to chemically treat the closed loop hydronic piping system.</td>
<td>$1,179.00</td>
<td>Owner Requested</td>
<td>18</td>
</tr>
<tr>
<td>207</td>
<td>The Contract Documents did not call for volume dampers at the fume hood ductwork in the laboratory areas. The Contractor was directed to install volume dampers in order to set proper balance and for equipment to function properly</td>
<td>$749.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>PCO</td>
<td>Description</td>
<td>Negotiated Amount</td>
<td>Reason</td>
<td>CO</td>
</tr>
<tr>
<td>-----</td>
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<td>--------------------</td>
<td>-----</td>
</tr>
<tr>
<td>206</td>
<td>The height specified in the Contract Documents for the towel dispensers in the four (4) gang restrooms was in conflict with the wall tile already installed. The Contractor was directed by the District to re-work the tile to trim around the dispensers.</td>
<td>$1,310.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>205</td>
<td>The Contract Documents contain a discrepancy in the details at the top of the curtain wall system. The Contractor installed per the design-team approved shop drawings, however once installed, it was discovered the installation makes the system susceptible to water leakage. The District directed the Contractor to install additional coping at curtain wall locations to address water infiltration issues.</td>
<td>$3,753.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>202</td>
<td>The District directed the Contractor to install, prime and paint additional wood trim at the Multi-Use Room, Lobby, and Restrooms to provide an appropriate level of finish prior to building occupancy.</td>
<td>$2,227.00</td>
<td>Owner Requested</td>
<td>18</td>
</tr>
<tr>
<td>142</td>
<td>The Contract Documents did not provide adequate detail for roof mounting of disconnect switches, receptacles, starters and other devices. The Contractor was directed to provide a Unistrut system with roof sleepers on which to mount devices.</td>
<td>$11,831.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>193</td>
<td>The majority of the electrical connections required for a functional HVAC system were not shown clearly on the Contract Documents. This includes electrical required (including power, disconnects, raceways, etc) for the cooling tower and accessories, hot water pump, gas meter, temperature sensor, isolator valves for the boiler. The Contractor was directed by a Request for Information response to install associated electrical to provide a functional HVAC system.</td>
<td>$32,403.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td>194</td>
<td>The Contract Documents contained discrepancies between electrical requirements shown on mechanical schedules, electrical panel schedules, and name plate ratings on actual rooftop water source heat pumps installed. The Contractor was directed to adjust the electrical installation to accommodate the heat pumps.</td>
<td>$6,584.00</td>
<td>Error/Omission</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$83,389.00</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF INTERAGENCY AGREEMENT BETWEEN SOLANO COMMUNITY COLLEGE AND THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

REQUESTED ACTION: APPROVAL

SUMMARY:
The Business Computer Science and Career Technical Education Division seeks approval for a two-year renewal of the Interagency Agreement with the Foundation for California Community Colleges for use of college facilities in support of the State of California’s Bureau of Automotive Repair (BAR) Smog Referee and student training program. This renewal is for a two-year period, expiring June 30, 2012.

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

John Urrutia, Dean
Business Computer Science and Career Technical Education

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7000, ext. 4376
TELEPHONE NUMBER

June 4, 2010
DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

June 4, 2010
DATE APPROVED BY SUPERINTENDENT/PRESIDENT
AGREEMENT
BETWEEN THE
SOLANO COMMUNITY COLLEGE
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)
SITE LICENSE

AMENDMENT 02

WHEREAS, on June 06, 2008, Solano Community College entered into an agreement with the Foundation for California Community Colleges to operate the Referee and Student Technician Training Program Solano Community College and

WHEREAS, on August 06, 2009, Amendment 01 was executed to renew the option for one year for the term and performance period from July 1, 2009 through June 30, 2010, and

WHEREAS, Foundation Community Colleges wishes to renew the Agreement Solano Community College, as authorized for a period of two years because the Department of Consumer Affairs, Bureau of Automotive Repair Agreement 113-3790-7, as amended per Amendment 1, expires June 30, 2012, and

THEREFORE, Solano Community College, and the Foundation for California Community Colleges agree as follows:

1. The Agreement shall be renewed for two additional years for the term and performance period from July 1, 2010 through June 30, 2012.
2. All other terms of the Agreement shall remain unchanged and in full force and effect.

In consideration of all mutual promises, the Parties hereto have executed this Amendment 02 per the dates and signatures below.

Foundation for the California Community Colleges

[Signature]
Name: Keetha Mills
Title: CFO

[Signature] [5/19/70]
Name: Christopher Joyce
Title: Dir HR/CorpSec

Solano Community College

[Signature]
Name: Jowel C. Laguerre
Title: Superintendent/President

[Date]

PAGE 19
6/18/09sv
TO: Members of the Governing Board

SUBJECT: RENEWAL OF CLINICAL SITE CONTRACT BETWEEN SOLANO COMMUNITY COLLEGE AND SUTTER VNA & HOSPICE

REQUESTED ACTION: APPROVAL

SUMMARY:

A clinical site agreement between Solano Community College and Sutter VNA & Hospice is being presented for approval by the Governing Board.

The approval of this renewal contract benefits the nursing program at Solano Community College by providing students with more clinical sites in which to practice.

Copies of the agreement are available in the Office of the Superintendent/President, the Office of the Vice President of Business and Administrative Services, and in the Office of Health Occupations, Public Safety and Family Studies.

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707.864.7108

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

June 4, 2010
CLINICAL EDUCATION AFFILIATION AGREEMENT

NURSING STUDENT EDUCATION AGREEMENT

This Agreement is made between Solano Community College (herein after referred to as "SCHOOL") and Sutter VNA & Hospice (herein after referred to as "AGENCY"). This agreement is entered into as of this day May 17, 2010 for a period of three (3) years.

A. AGENCY owns and operates home health and hospice agencies licensed by the State of California.

B. SCHOOL is an accredited California community college located in the county of Solano. SCHOOL desires its students to obtain practical experience at AGENCY’S clinics through participation in the Flu & Wellness Program.

C. The parties will both benefit by making a clinical training program ("Program") available to SCHOOL’S students at AGENCY.

The parties agree as follows:

I. GENERAL INFORMATION

A. The starting date and length of each Program training period shall be determined by mutual agreement.

B. The maximum number of students who may participate in the Program during any specified term shall be mutually agreed upon by AGENCY and SCHOOL at least thirty (30) days prior to beginning of any such term.

II. SCHOOL’S RESPONSIBILITIES

A. Student Profiles. SCHOOL shall make available, upon the AGENCY’S request, a student profile, which shall include the student's name, address and telephone number prior to the beginning date of each student's participation at the Facility. The AGENCY shall regard this information as confidential and shall use this information only as a source of identification for student.

B. Program Coordinator. SCHOOL shall designate a faculty member to collaborate with a designee of the AGENCY in the planning, implementing and coordination the Program. This person will be responsible for ongoing communication between the SCHOOL and AGENCY relating to changes or issues involving staff, curriculum, new programs and policies and/or procedures. Mutual periodic evaluation of the clinical experiences will be performed by this person.

C. Faculty. SCHOOL shall provide instructor(s) who shall supervise all instruction and clinical experience for the program except for particular course(s) that use clinical preceptors.
SCHOOL instructors shall be provided an orientation by AGENCY, and shall provide a similar orientation to students at the beginning of their enrollment in the Program.

D. Clinical Preceptors. AGENCY shall provide qualified nursing staff to provide appropriate supervision at flu and wellness clinics but SCHOOL will provide a faculty who will plan, coordinate, provide oversight supervision, and be responsible for grading and implementing the program's courses.

E. Records. SCHOOL shall maintain all personnel records for its staff and all academic records for its students.

F. Student Responsibilities. SCHOOL shall notify students that they are responsible for:

1) Complying with AGENCY'S clinical and administrative policies, procedures, rules and regulations;

2) Arranging for their own transportation and living arrangements if not provided by SCHOOL;

3) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examinations;

4) Maintaining the confidentiality of patient information:
   a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;
   b) Neither SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by AGENCY that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;
   c) AGENCY shall reasonably assist SCHOOL in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents

5) Complying with AGENCY dress code and wearing name badges identifying themselves as students;

6) Attending an orientation to be provided by their SCHOOL instructor(s);
7) Notifying AGENCY immediately of any violation of state or federal laws by any student; and

8) Providing services to AGENCY’S patients only under the direct supervision of AGENCY’S professional staff.

G. Payroll Taxes and Withholdings. SCHOOL shall be solely responsible for any payroll taxes, withholdings, workers’ compensation and any other insurance or benefits of any kind for School’s employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the SCHOOL and shall receive no compensation for their participation in the Program, either from SCHOOL or AGENCY. For purposes of this agreement, however, students are trainees and shall be considered members of AGENCY’S "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

III. AGENCY RESPONSIBILITIES

A. Clinical Experience. AGENCY shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program and shall provide the students with an instructor-supervised clinical experience.

B. AGENCY Designee. AGENCY shall designate a member of its staff to collaborate with UNIVERSITY’S designee in planning, implementing and coordinating the Program.

C. Orientation Program for SCHOOL’S Instructors. AGENCY shall provide an orientation for SCHOOL instructors who will oversee students in the Program, and shall include all information and materials that SCHOOL instructors are to provide during the student orientation.

D. Access to Facilities. AGENCY shall permit students enrolled in the Program supervised access to AGENCY facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with the AGENCY activities.

E. Withdrawal of Students. AGENCY may request that SCHOOL withdraw from the program any student who the AGENCY determines is not performing satisfactorily, refuses to follow the AGENCY’S administrative policies, procedures, rules and regulations or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for AGENCY’S request. SCHOOL shall comply with the written request within five (5) days after actually receiving it.

F. Emergency Health Care/First Aid. AGENCY shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, AGENCY shall have no obligation to furnish medical or surgical care to any student.

G. Student Supervision. AGENCY shall permit students to perform services for patients only when under the supervision of a licensed Registered Nurse on AGENCY’S staff and/or a licensed Registered Nurse Faculty member employed by the SCHOOL. Students shall work, perform
assignments, and participate in clinics, staff meetings, and in-service educational programs at the discretion of their Faculty and/or AGENCY-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace AGENCY’s staff.

H. AGENCY Confidentiality Policies. As trainees, students shall be considered members of AGENCY’S workforce, as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to AGENCY’S policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, AGENCY shall provide students with substantially the same equivalent training and orientation that it provides to its regular employees.

I. Adequate Staffing for Safe Patient Care: AGENCY shall provide staff that is adequate in number and quality to ensure safe and continuous health care services to patients that is according with mandated standards.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

V. STATUS OF UNIVERSITY AND AGENCY

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either AGENCY or SCHOOL for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of AGENCY’S "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

A. SCHOOL Insurance. SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by SCHOOL employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The SCHOOL shall maintain and provide evidence of workers' compensation and disability coverage as required by law. SCHOOL shall provide AGENCY with evidence of the insurance coverage required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to AGENCY. SCHOOL shall promptly notify AGENCY of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.
B. **Student Insurance.** *SCHOOL* shall ensure that each student in the Program procures and maintains in force during the term of this Agreement, at the student's sole cost and expense, professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such professional liability insurance shall not be less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best. *SCHOOL* shall require each student in the program to present evidence of his or her professional liability coverage to Agency upon request.

C. **AGENCY Insurance.** *AGENCY* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. *AGENCY* shall also maintain and provide evidence of workers' compensation and disability coverage for each employee as required by law. *AGENCY* shall provide *SCHOOL* with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. *AGENCY* shall promptly notify *SCHOOL* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

**VII. INDEMNIFICATION**

A. *SCHOOL* agrees to indemnify, defend and hold harmless *AGENCY* and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from the *SCHOOL* 's sole negligence, or in proportion to the *SCHOOL* 's comparative fault.

B. *AGENCY* agrees to indemnify, defend and hold harmless *SCHOOL* and its affiliates, directors, trustees, officers, agents and employees against all claims, demands, damages, costs, expense of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from *AGENCY* 's sole negligence, or in proportion to the *AGENCY* 's comparative fault.

**VIII. TERM AND TERMINATION**

A. **Term.** This agreement shall be effective as of the date first written above and shall remain in effect for three (3) years, terminating on May 17, 2013.

B. **Renewal.** This Agreement may be renewed by mutual written agreement.

C. **Termination.** This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no
event shall termination shall take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph F, subdivision 4.a), and 4.b); Section II, Paragraph G, to the extent it provides that students are members of AGENCY'S workforce for purposes of HIPAA; Section III, Paragraphs G and H; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing should any provision of this Agreement be in conflict with a governing State or Federal law, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignments in violation of this Section shall be voided.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:
To SCHOOL:

Attn: Maire A. Morinec, MS,RN
Dean
Health Occupations, Public Safety and Family Studies
Solano Community College
4000 Suisun Valley Road
Fairfield, CA. 94534
(707) 864-7000

To AGENCY:

Attn: Denise Sobel
Phi Program Coordinator
Sutter VNA & Hospice
1110 N. Dutton Ave.
Santa Rosa, Ca. 95401
sobeld@sutterhealth.org
(707) 535-5690

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

SCHOOL

By: ________________________________

Name: Jowel C. Laguerre, Ph.D.

Title: Superintendent/President

Date: ________________________________

AGENCY

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF CLINICAL SITE CONTRACT BETWEEN
SOLANO COMMUNITY COLLEGE AND VACAVILLE
CONVALESCENT AND REHABILITATION CENTER

REQUESTED ACTION: APPROVAL

SUMMARY:

A clinical site agreement between Solano Community College and Vacaville Convalescent and Rehabilitation Center is being presented for approval by the Governing Board.

The approval of this renewal contract benefits the nursing program at Solano Community College by providing students with more clinical sites in which to practice.

Copies of the agreement are available in the Office of the Superintendent/President, the Office of the Vice President of Business and Administrative Services, and in the Office of Health Occupations, Public Safety and Family Studies.

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

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

PRESENTOR'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707.864.7108

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

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

June 4, 2010

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT
CLINICAL EXPERIENCE AGREEMENT

This Agreement is between Vacaville Convalescent and Rehabilitation Center (hereinafter known as HEALTH CENTER) located at 585 Nut Tree Rd, Vacaville, California 95687 and Solano Community College (hereinafter known as SCHOOL) and located at 4000 Suisun Valley Road, Suisun, California 94534-3197 and is effective as of July 21, 2003.

RECITALS

A. HEALTH CENTER owns and operates an assisted living and skilled nursing care facility (hereinafter referred to as "Facility").

B. SCHOOL owns and operates an Associate Degree Nursing Program which is accredited by the California Board of Registered Nursing. SCHOOL desires its students to obtain practical experience at HEALTH CENTER's Facility through participation in a clinical program for its Registered Nursing students ("Program").

C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL's Program use such Facility for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.

B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

A. Student Profile. SCHOOL shall complete and send to HEALTH CENTER a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience

B. Schedule of Assignments. SCHOOL shall notify the HEALTH CENTER of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.
C. Program Coordinator. SCHOOL shall designate a faculty member to coordinate with a designee of HEALTH CENTER in the planning of the Program to be provided students.

D. Records. SCHOOL shall maintain all personnel and academic records of the students.

E. Rules and Regulations. SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon by SCHOOL and HEALTH CENTER.

F. Supervision. SCHOOL shall supervise all instruction and clinical experiences for students given at the HEALTH CENTER.

G. Health Policy. SCHOOL shall provide HEALTH CENTER, prior to a student’s arrival at the HEALTH CENTER, with proof of immunity consistent with HEALTH CENTER employee health policy and notify the HEALTH CENTER if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of HEALTH CENTER would be placed at risk if treated by a particular student, HEALTH CENTER reserves the right to refuse to allow such student to participate in the clinical experience at HEALTH CENTER.

H. Student Responsibilities. SCHOOL shall notify the students that they are responsible for:

1) Following the clinical and administrative policies, procedures, rules and regulations of HEALTH CENTER.

2) Arranging for their own transportation and living arrangements when not provided by SCHOOL.

3) Arranging for and assuming the cost of their own health insurance.

4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.

5) Maintaining confidentiality of patient information. No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
6) Following dress code of the HEALTH CENTER and wearing name badges identifying themselves as students.
7) Attending an orientation of HEALTH CENTER facilities provided by their instructors. Precepted students shall receive an orientation from the HEALTH CENTER.

8) Providing services to the HEALTH CENTER’s patients under the direct supervision of a faculty provided by SCHOOL or HEALTH CENTER-provided preceptors.

I. Payroll Taxes and Withholdings. SCHOOL shall be solely responsible for any payroll taxes, withholdings, workers’ compensation and any other insurance or benefits of any kind for students, employees, and agents of SCHOOL providing services under this Agreement. SCHOOL shall defend, indemnify, and hold HEALTH CENTER harmless from all liability and responsibilities therefore.

3. HEALTH CENTER’S RESPONSIBILITIES

A. Clinical Experience. HEALTH CENTER shall accept from SCHOOL the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.

B. HEALTH CENTER Designee. HEALTH CENTER shall designate a member of HEALTH CENTER’s staff to participate with the designee of SCHOOL in planning, implementing and coordinating the training Program.

C. Access to Facilities. HEALTH CENTER shall permit students enrolled in the Program access to HEALTH CENTER Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of HEALTH CENTER. Facilities includes space for clinical conferences and access to HEALTH CENTER’s Medical Library (if available).

D. Withdrawal of Students. HEALTH CENTER may request SCHOOL to withdraw from the Program any student who HEALTH CENTER determines is not performing satisfactorily, or who refuses to follow HEALTH CENTER’s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why HEALTH CENTER desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. HEALTH CENTER reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
E. Emergency Health Care/First Aid. HEALTH CENTER shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, HEALTH CENTER shall have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for all such care rendered in the same manner as any other patient.

F. Student shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by the HEALTH CENTER.

G. Supervision. In situations of single preceptorships/internships, HEALTH CENTER shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND HEALTH CENTER

It is expressly agreed and understood by SCHOOL and HEALTH CENTER that students under this Program are in attendance for educational purposes, and such students are not considered employees of HEALTH CENTER for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers’ compensation insurance.

6. INDEMNIFICATION

A. SCHOOL agrees to indemnify, defend and hold harmless, HEALTH CENTER and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents or its students.

B. HEALTH CENTER agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the HEALTH CENTER, its agents or its employees.
7. INSURANCE

A. The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and HEALTH CENTER against liability arising from or incident to the use and operation of the HEALTH CENTER by the SCHOOL’s students and naming HEALTH CENTER as an additional insured.

B. Coverage under such insurance shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.

C. The SCHOOL shall also maintain and provide evidence of workers’ compensation and disability coverage as required by law.

D. The SCHOOL shall provide HEALTH CENTER with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the HEALTH CENTER of the cancellation of such insurance. The SCHOOL shall promptly notify the HEALTH CENTER of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.

B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party’s agreeing to such a renewal prior to the expiration of the then current term of the Agreement.

C. Termination.

1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.

2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.
9. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party’s prior written consent. Any purported assignment in violation of this Section shall be null and void.

C. Attorney’s Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney’s fees, in addition to such other relief as the court or arbitrator may deem appropriate.

D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the even of any such circumstances.
H. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. **Notices.** Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the **HEALTH CENTER:**

   Joe Nicoli  
   Administrator  
   Vacaville Convalescent and Rehabilitation  
   585 Nut Tree Court  
   Vacaville, CA 95687  

   Telephone (707) 449-8000

2. Notice to the **SCHOOL**

   Maire A Morinec MS, RN  
   Solano College  
   4000 Suisun Valley Road  
   Suisun, California 94585-3197  

   Telephone (707) 864-7108  
   FAX (707) 863-7803

J. **Remedies.** The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

K. **Severability.** The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any
reason, the remainder of this Agreement shall be effective and binding upon the parties.

L. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

M. **Compliance with Law and Regulatory Agencies.** **HEALTH CENTER** and **SCHOOL** shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the **HEALTH CENTER**; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from **HEALTH CENTER**. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. **SCHOOL** shall also comply with all applicable standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, bylaws and rules and regulations, and policies and procedures of **HEALTH CENTER**, its Medical Staff and Medical Staff departments.

10. **EXECUTION**

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

**HEALTH CENTER**

Vacaville Convalescent and Rehabilitation

By: [Signature]

Title: [Title]

Date: 10 May 2010

**SCHOOL**

Solano Community College

By: [Signature]

Title: Superintendent/President

Date:
AGENDA ITEM 9.(a)
MEETING DATE June 16, 2010

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION AND ORDER OF CONSOLIDATED
GOVERNING BOARD MEMBER ELECTION –
SOLANO COUNTY AND YOLO COUNTY,
RESOLUTION NO. 09/10–27

REQUESTED ACTION: APPROVAL AND ADOPTION OF RESOLUTION

SUMMARY:
Pursuant to Education Code Section 5010.7, the Governing Board of Solano Community College District is required to adopt a resolution stating that an election is ordered for November 2, 2010, for the purpose of electing persons to fill the office of four members for a four-year term to the office of community college trustee. The city of Winters, which is located in Yolo County, is part of Trustee Area No. 1. This election shall be consolidated with the election to be held on November 2, 2010.

Candidates, including incumbents, shall pay the costs of the publication of the optional candidate's statement. The candidate's statement shall not exceed 200 words.

The District agrees to reimburse the Registrar of Voters for Solano and Yolo Counties in accordance with the provisions of the Education Code.

CONTINUED NEXT PAGE:

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

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

June 4, 2010
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION AND ORDER OF CONSOLIDATED
GOVERNING BOARD MEMBER ELECTION –
SOLANO COUNTY AND YOLO COUNTY,
RESOLUTION NO. 09/10–27

REQUESTED ACTION: APPROVAL AND ADOPTION OF RESOLUTION

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Governing Board members whose terms expire in 2010 are:

Trustee Area No. 1: Sarah E. Chapman
(Includes part of Yolo County)
Trustee Area No. 2: Denis Honeychurch
Trustee Area No. 3: Pam Keith
Trustee Area No. 3: A. Marie Young

The period to file a Declaration of Candidacy for the November 2, 2010, election is July 16 – August 15, 2010.

The organizational meeting of the Board shall be held on December 15, 2010. At that time, the Board shall select from among its members the President, Vice President, Representative to the Solano County School Boards Association, and appoint a Secretary.

The abbreviated election calendar is provided as Attachment A.

It is recommended that the Governing Board adopt Resolution No. 09/10–27.
SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION AND ORDER OF CONSOLIDATED GOVERNING BOARD

MEMBER ELECTION – SOLANO COUNTY AND YOLO COUNTY

RESOLUTION NO. 09/10–27

WHEREAS, Pursuant to Elections Code Section 1302 and Education Code Section 5000, a regular biennial election for members of the Solano Community College District will be conducted on November 2, 2010, for the purpose of electing persons to fill the offices of members of the Board whose terms expire December 3, 2010;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED That:

1. Pursuant to Education Code Section 5304, a governing board member election is hereby ordered for November 2, 2010, for the purpose of electing persons to fill the offices of members whose terms expire December 3, 2010; and

2. Pursuant to Education Code Sections 5340 through 5345, said governing board member election shall be consolidated with any other school district, community college, county board of education, or other election to be held on November 2, 2010; and

3. Pursuant to Resolution No. 580 unanimously passed and adopted by the Solano Community College District Governing Board on June 19, 1985, and remaining in force until rescinded, the candidates, including incumbents, will pay the costs of the publication of the optional candidate’s statement to be included in the sample ballot, and the candidate’s statement shall not exceed 200 words; and

4. The Solano County Superintendent of Schools, pursuant to Education Code Section 5302, shall call said governing board member election in accordance with the provisions of this resolution and order; and

5. The form of the matter to be voted upon, as it shall appear on the ballot, is as follows:
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION AND ORDER OF CONSOLIDATED GOVERNING BOARD
MEMBER ELECTION – SOLANO COUNTY AND YOLO COUNTY
RESOLUTION NO. 09/10–27
(Continuing - Page 2)

SOLANO COMMUNITY COLLEGE DISTRICT
Trustee Area No. 1 (Includes a portion of Yolo County)

Vote for One

SOLANO COMMUNITY COLLEGE DISTRICT
Trustee Area No. 2

Vote for One

SOLANO COMMUNITY COLLEGE DISTRICT
Trustee Area No. 3

Vote for Two
SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION AND ORDER OF CONSOLIDATED GOVERNING BOARD

MEMBER ELECTION – SOLANO COUNTY AND YOLO COUNTY

RESOLUTION NO. 09/10–27

(Continuing - Page 3)

6. The Governing Board of the Solano Community College District agrees to reimburse the Registrars of Voters in Solano and Yolo Counties for actual costs accrued for each election, such costs to be calculated by the proration method set forth in the County’s current Election Costs Allocation Procedures on the basis of the amount of services provided to the Solano Community College District in accordance with the California Education Code; and

7. Certified copies of this resolution shall be sent to the Solano County Superintendent of Schools as required by Education Code Section 5322.

PASSED AND ADOPTED By the Governing Board of the Solano Community College District of Solano County, California, this 16th day of June 2010, by the following vote:

STUDENT TRUSTEE ADVISORY VOTE: ____________________________

AYES: BOARD MEMBERS: ____________________________

NOES: BOARD MEMBERS: ____________________________

ABSENT: BOARD MEMBERS: ____________________________
SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION AND ORDER OF CONSOLIDATED GOVERNING BOARD

MEMBER ELECTION – SOLANO COUNTY AND YOLO COUNTY

RESOLUTION NO. 09/10–27

(Continuing - Page 4)

CERTIFICATION

I, JOWEL C. LAGUERRE, Ph.D., do hereby certify that I am Secretary of the Governing Board of the Solano Community College District of Solano County, California, and that the foregoing is a true and correct copy of a resolution passed and adopted by said Board at a regular meeting thereof at the time and by the vote above stated, which resolution is on file in the administrative offices of said school district.

______________________________
JOWEL C. LAGUERRE, Ph.D., SECRETARY

______________________________
DENIS HONEYCHURCH, J.D., PRESIDENT
SOLANO COUNTY
ELECTION CALENDAR
November 2, 2010 General Election

The materials contained in this calendar represent the research and opinions of the staff at the Solano County Elections Department. The contents of this calendar and any legal interpretations contained herein are not to be relied upon as being correct either factually or as legal opinion. Reliance on the content without prior submission to and approval of your appropriate public counsel is at the reader's risk.

Please call 707-784-6675 if you have any questions or comments or visit our website at www.solanocounty.com/elections. Thank you.

All references are to the California Elections Code unless otherwise noted.

Calendar Key – Asterisk ** indicates the legal date falls on a holiday or weekend and in most cases is moved to the next business day. "E" stands for Election. The minus sign and the number after "E -" indicates the number of days until the election. The plus sign and the number after "E +" indicate the number of days after the election. For example, "E-29" means 29 days before the election, while "E+28" means 28 days after the election.

<table>
<thead>
<tr>
<th>April 23 – July 22 2010 (E-103 to E-103)</th>
<th>PETITIONS IN LIEU OF FILING FEES - INDEPENDENT CANDIDATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Between these dates, any independent candidate for U.S Senate, Congress and State Legislative office, may obtain his or her forms from the County Elections Official or the Secretary of State for circulating petitions to secure signatures in lieu of all or part of the filing fee. Signatures may also be applied to the signature requirements for office on the nomination paper.</td>
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<td>§§ 8105, 8106, 8302, 8405</td>
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<tr>
<td>June 1, 2010 to July 31, 2010* (Dates fixed by law)</td>
<td>PETITIONS IN LIEU OF FILING FEES - SUPREME &amp; APPELLATE COURTS</td>
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<tr>
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<td>Between these dates, any Justice of the Supreme or Appellate Court may obtain his or her forms from the County Elections Official for circulating petitions and securing signatures in lieu of all or part of the filing fee.</td>
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<td>Art. VI, § 16(d) Cal. Const. &amp; §8106 E.C.</td>
</tr>
<tr>
<td>June 7 – August 6 (E-148 to E-68)</td>
<td>NOMINATION PAPERS - INDEPENDENT CANDIDATES - OFFICE FOR WHICH THERE IS A FILING FEE</td>
</tr>
<tr>
<td></td>
<td>Between these dates, independent candidates shall circulate nomination papers and submit them to the County Elections Official for examination. If the candidate is filing for a district office that falls within two or more counties, the County Elections Official shall report in writing within two working days to the Secretary of State the total number of signatures submitted.</td>
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<td>Supplemental petitions-in-lieu-of-filing must be filed during this period. Any registered voter may sign an in-lieu-of-filing-fee petition for any candidate for whom he or she is eligible to vote. § 8106(b)(1)</td>
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<td>All independent candidates, for offices for which there is a filing fee, must pay the nonrefundable filing fee or present in-lieu signatures at the time they receive their nomination papers from the County Elections Official. §§ 8400, 8403, 8455, 8454, 8550</td>
</tr>
<tr>
<td>June 7 – August 6 (E-148 to E-68)</td>
<td>STATEMENT OF ECONOMIC INTEREST - ALL CANDIDATES EXCEPT U.S. SENATE &amp; CONGRESS</td>
</tr>
<tr>
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<td>Between these dates, specified non incumbent candidates in an election shall file Statements of Economic Interests, (Form 700) disclosing their investments, interests in real property, and any income received during the preceding 12 months. Such statement shall not be required if the candidate has filed such a statement within the past 60 days for the same jurisdiction.</td>
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<td>Gov. Code §87200, 87201, 87500</td>
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<td>Date Range</td>
<td>Event Description</td>
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<tr>
<td>June 7, 2010 (E-148)</td>
<td><strong>GOVERNOR'S PROCLAMATION - ISSUANCE</strong></td>
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<td>By this date, the Governor shall issue a proclamation calling the General Election</td>
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<td>and shall state the time of the election and the offices to be filled and transmi</td>
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<td>t a copy of the proclamation to the Board of Supervisors of each county.</td>
</tr>
<tr>
<td></td>
<td>The Secretary of State will send an informational copy of the proclamation to ea</td>
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<td>ch County Elections Official.</td>
</tr>
<tr>
<td>§ 12000</td>
<td></td>
</tr>
<tr>
<td>July 10, 2010 To August 15, 2010* (E-109 - E-78)</td>
<td><strong>DECLARATION OF CANDIDACY - SUPREME AND APPELLATE COURT JUSTICER</strong></td>
</tr>
<tr>
<td></td>
<td>Between these dates, each Justice of the Supreme and Appellate Court who must</td>
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<tr>
<td></td>
<td>stand for confirmation at the General Election may file a declaration of candid</td>
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<td>acy with the Secretary of State. The nonrefundable filing fee must be paid at</td>
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<tr>
<td></td>
<td>the time the declaration of candidacy is filed.</td>
</tr>
<tr>
<td>Art. VI, § 15; §§8103, 8105</td>
<td></td>
</tr>
<tr>
<td>June 28 – July 12 (E-127 to E-113)</td>
<td><strong>CITIES PUBLISH ELECTION NOTICE</strong></td>
</tr>
<tr>
<td></td>
<td>Between these dates, any city that is consolidating an election with the Novemb</td>
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<tr>
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<td>er General will publish a Notice of Election one time in a newspaper of gener</td>
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<td>al circulation stating:</td>
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<td>• The date and polling hours of the election.</td>
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<td></td>
<td>• Any offices to be filled and any measures to be voted on, including a synopsis</td>
</tr>
<tr>
<td>§§12101, 12111</td>
<td>of each measure.</td>
</tr>
<tr>
<td>June 30, 2010 (E-123)</td>
<td><strong>SPECIAL DISTRICTS &amp; CITIES DELIVER NOTICE OF ELECTION TO THE ELECTIONS OFFICE</strong></td>
</tr>
<tr>
<td></td>
<td>Last day for district secretaries and City Clerks to deliver Notice of Election</td>
</tr>
<tr>
<td></td>
<td>listing the elective offices to be filled and any measure (if known at the ti</td>
</tr>
<tr>
<td></td>
<td>me) to be voted on and to deliver a map of the District or City to the Elec</td>
</tr>
<tr>
<td>§§10509, 10522, 10524, 15605</td>
<td>tions Department. Cites and special districts should include the notice of ho</td>
</tr>
<tr>
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<td>w a tie vote will be resolved.</td>
</tr>
<tr>
<td>July 2, 2010 (E-123)</td>
<td><strong>SCHOOLS TO DELIVER SPECIFICATIONS OF THE ELECTION ORDER TO THE ELECTIONS OFFICE</strong></td>
</tr>
<tr>
<td></td>
<td>Last day for a school board to deliver a resolution known as the &quot;Specifications</td>
</tr>
<tr>
<td></td>
<td>of the Election Order&quot; and file it with the county Superintendent of Schools a</td>
</tr>
<tr>
<td></td>
<td>nd County Elections Official, stating the date and purpose of the election.</td>
</tr>
<tr>
<td>Ed. Code §5322</td>
<td>A clause to determine a tie vote is included in the &quot;Specifications of the Elec</td>
</tr>
<tr>
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<td>tion Order&quot;.</td>
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<tr>
<td>Ed. Code §5016</td>
<td></td>
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<tr>
<td>July 5* – August 4 (E-120 to E-86)</td>
<td><strong>NOTICE OF ELECTION</strong></td>
</tr>
<tr>
<td></td>
<td>Between these dates the County Clerk, as a matter of policy, will publish a Not</td>
</tr>
<tr>
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<td>ice of Election containing the date of the election, the offices to be filled,</td>
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<tr>
<td>§12109</td>
<td>where nomination papers are available, and the deadline for filing Declarations</td>
</tr>
<tr>
<td></td>
<td>of Candidacy.</td>
</tr>
<tr>
<td></td>
<td>Notice of central counting place may be combined with this notice.</td>
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<td></td>
</tr>
<tr>
<td>Jul 2 – August 6 (E-113 to E-88)</td>
<td><strong>CANDIDATE'S STATEMENTS OF QUALIFICATIONS – SCHOOLS / SPECIAL DISTRICTS</strong></td>
</tr>
<tr>
<td></td>
<td>Between these dates, candidates may prepare a statement of qualifications, not t</td>
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<td></td>
<td>o exceed 200 words, to be included in the Voter's Information Pamphlet. The s</td>
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<td>tement shall be filed and paid for at the time the Declaration of Candidacy is</td>
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<tr>
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<td>filed. The statement may not be changed, but may be withdrawn up until 5 p.m. o</td>
</tr>
<tr>
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<td>n August 9th if the contest closes on the 6th or August 12th if the contest clos</td>
</tr>
<tr>
<td>§13907</td>
<td>e closes on the 11th after the extension period.</td>
</tr>
</tbody>
</table>
| Date Range: Jul 12 – Aug 8 (E-113 to E-88) | **CANDIDATE STATEMENTS – JUDICIAL & COUNTY**  
Between these dates, nominees may prepare a statement of qualifications, not to exceed 200 words, to be included in the Voter's Information Pamphlet. The statement shall be filed and paid for at the time it is filed. Obtain cost information from the Elections Department. | §13307 |
| Date Range: Jul 12 – Aug 8 (E-113 – E-88) | **CANDIDATE STATEMENTS IN THE COUNTY OFFICIAL SAMPLE BALLOT**  
Period in which United States House of Representatives and Senate Senate and Assembly candidates may purchase space for a 250-word candidate statement in the official sample ballot(s) of the county or counties in the jurisdiction. Candidates for State Senate and Assembly may purchase statement space only if they have agreed to voluntary expenditure limits.  
Gov. Code §85501; § 13307.5 | |
| Date Range: July 12, 2010 To August 6, 2010 (E-113 to E-88) | **CANDIDATE NOMINATION PERIOD – SCHOOLS/SPECIAL DISTRICTS**  
Candidate filing period for candidates running for special and school district offices. Forms are obtained from and filed with the County Elections Department. | §§10510, 13307, 13311 |
| Date Range: July 14, 2010 (E-111) | **EARLY**  
Early date to submit resolutions and measure text to the County Elections Official. The date is recommended because of the printer’s deadlines. (Suggested Date) | |
| Date Range: July 14, 2010 (E-111) | **CANDIDATE STATEMENTS - STATEWIDE CANDIDATES ONLY**  
Last day candidate’s statement for publication in the state ballot pamphlet will be accepted by the Secretary of State.  
§ 9084(i); G.C. 85501(a) | |
| Date Range: July 22, 2010 (E-103) | **PETITIONS IN LIEU OF FILING FEE DEADLINE INDEPENDENT CANDIDATES**  
Last day for independent candidates to turn in their petitions to the County Elections Official of the county in which the petition signers reside and are registered to vote. Within ten days after receipt of a petition, the County Elections Official shall notify the candidate of any deficiency. The candidate shall then cover the deficiency either by submitting a supplemental petition or by paying a prorated portion of the filing fee not later than August 8, 2010 (E-88). Upon receipt of the required number of in-lieu signatures, or of a sufficient combination of signatures and the prorated filing fee, the County Elections Official shall issue the nomination papers provisionally.  
§§ 8105, 8106, 8302, 8405 | |
| Date Range: July 31, 2010 (Date fixed by law) | **CAMPAIGN FINANCIAL STATEMENT – SEMIANNUAL**  
Last day to file semiannual campaign financial statements for candidates and committees receiving contributions or making expenditures between January 1, 2010 and June 30, 2010.  
§ 84200, 84218 G.C. | |
| Date Range: July 27, 2010 (E-88) | **CHANGE OF CANDIDATE’S DESIGNATION ON BALLOT**  
The last day that any candidate may request in writing a different ballot designation than that used at the Primary Election. This request should be made to both the Secretary of State and the County Elections Official.  
§ 13107(e) | |
### PETITIONS IN LIEU OF FILING FEES - SUPREME & APPELLATE COURTS

The last day for Justices of the Supreme and Appellate Courts to turn in their petitions to the County Elections Official of the county in which the petition signers reside and are registered to vote. The County Elections Official shall notify the candidate of any deficiency within ten days following receipt of the petitions. The candidate may then correct the deficiency either by submitting a supplemental petition or by paying a prorated portion of the filing fee not later than August 6, 2010.

§ 8106

### DECLARATION OF CANDIDACY AND NOMINATION PAPERS - INDEPENDENT CANDIDATES

Last day for an independent candidate to leave his or her Declaration of Candidacy and to circulate and leave the nomination papers with the County Elections Official.

§§ 8403, 8550

### DEADLINE FOR FILING TAX RATE STATEMENT FOR BOND MEASURES

Statement for any bond measure appearing on the November ballot.

§9401

### LAST DAY TO FILE A REQUEST FOR CONSOLIDATION

Last day for local governing body to file with Board of Supervisors a resolution requesting consolidation of a local election for candidates and/or measures to be voted upon. A copy of the resolution must also be filed with the Registrar of Voters on or before this date.

Earlier filing dates are encouraged in order to meet printing schedules.

The request for consolidation shall set forth the exact form of any question, proposition, or office to be voted on, as it is to appear on the ballot.

§§10401, 10402,10403

### CANDIDATE'S STATEMENT – COUNTY NOMINEES WHO WILL RUNOFF IN THE NOVEMBER ELECTION

By this date, nominees may prepare a statement of qualifications, not to exceed 200 words, to be included in the Voter's Information Pamphlet. The statement shall be filed and paid for at the same time it is filed. Obtain cost information from the County Elections Department.

§13387

### EXTENTION OF NOMINATION PERIOD

Extension period for anyone other than the incumbent to file a Declaration of Candidacy and Nomination Petition if the incumbent did not file by August 6. This provision does not apply if there is no incumbent eligible.

§§8022,8024,8204

### RANDOMIZED ALPHABET DRAWING

The Secretary of State shall conduct the randomized alphabet drawing at 11 a.m. and mail the results immediately to County Elections Officials so that they may determine the order in which the candidates shall appear on the General Election ballot.

On this same day, the elections official shall conduct a randomized alphabet drawing for the office of State Senate and Assembly.

§13112(b)
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
<th>Relevant Statute(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 13, 2010 (E-81)</td>
<td><strong>DEADLINE FOR SUBMISSION OF ARGUMENTS DUE FOR BALLOT MEASURES</strong></td>
<td>§§ 9163, 9315</td>
</tr>
<tr>
<td>(E-81) FINAL</td>
<td>Deadline for submission of direct arguments to the Registrar or against ballot</td>
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<td>measures for receipt of County Counsel's Analysis. Based on 88-day order of</td>
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<td>election. (300 word limit)</td>
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<tr>
<td>August 15, 2010* (E-79)</td>
<td><strong>DECLARATION OF CANDIDACY – SUPREME &amp; APPELLATE COURT JUSTICES</strong></td>
<td>Art. VI § 16 Cal. Const.; §8103 E.C.</td>
</tr>
<tr>
<td>(Date fixed by law)</td>
<td>The last day for each Justice of the Supreme and Appellate Court who must</td>
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<td></td>
<td>stand for confirmation at the General Election to file with the Secretary of State</td>
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<td></td>
<td>a declaration of candidacy and pay the nonrefundable filing fee.</td>
<td></td>
</tr>
<tr>
<td>August 23, 2010 (E-71)</td>
<td><strong>DEADLINE FOR SUBMISSION OF REBUTTALS AND ANALYSIS FOR BALLOT MEASURES</strong></td>
<td>§9167</td>
</tr>
<tr>
<td></td>
<td>Deadline for proponents and opponents to submit rebuttal arguments based on</td>
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<td></td>
<td>81 day deadline for direct arguments. (250 word limit)</td>
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<td></td>
<td>County counsel to submit analysis (§9160, 9313) for county and school/special</td>
<td>§9320</td>
</tr>
<tr>
<td></td>
<td>district measures; city attorney to submit analysis of city measures.</td>
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<td></td>
<td>County Auditor, if previously directed by the Board of Supervisors, to submit</td>
<td>§9160</td>
</tr>
<tr>
<td></td>
<td>fiscal analysis of measures.</td>
<td></td>
</tr>
<tr>
<td>August 23, 2010 to</td>
<td><strong>10 DAY PUBLIC INSPECTION FOR REBUTTALS AND ANALYSIS</strong></td>
<td>§9190, 9330</td>
</tr>
<tr>
<td>September 2, 2010 (E-71 –</td>
<td>A 10-day public inspection of Rebuttal Arguments and Analysis filed on August</td>
<td></td>
</tr>
<tr>
<td>E-81)</td>
<td>23, 2010 begins this date. The documents will be on public display at the</td>
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<tr>
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<td>Solano County Registrar of Voters, 675 Texas Street, Suite 2600, Fairfield, CA</td>
<td></td>
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<tr>
<td></td>
<td>During this period any voter of the jurisdiction or the County Elections Official</td>
<td></td>
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<tr>
<td></td>
<td>may seek a writ of mandate or an injunction requiring any or all of the</td>
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<td>materials to be amended or deleted.</td>
<td></td>
</tr>
<tr>
<td>August 28, 2010 (E-68)</td>
<td><strong>CERTIFIED LIST OF CANDIDATES – FEDERAL AND STATE OFFICES</strong></td>
<td>§9148</td>
</tr>
<tr>
<td></td>
<td>Last day for the Secretary of State to send to each election official a list</td>
<td></td>
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<tr>
<td></td>
<td>showing the name, party affiliation, and ballot designation of every person who</td>
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<td>has been nominated as a candidate for public office and is entitled to receive</td>
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<td>votes within the county at the general election.</td>
<td></td>
</tr>
<tr>
<td>September 8, 2010 to</td>
<td><strong>STATEMENT OF WRITE-IN CANDIDACY AND NOMINATION PAPERS</strong></td>
<td>§ 8501</td>
</tr>
<tr>
<td>October 10, 2010 (E-57 to</td>
<td>During this period, all write-in candidates must file their statement of</td>
<td></td>
</tr>
<tr>
<td>E-14)</td>
<td>write-in candidacy and nomination papers with the County Elections Official.</td>
<td></td>
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<tr>
<td></td>
<td>There is no filing fee for write-in candidates.</td>
<td></td>
</tr>
<tr>
<td>September 15, 2010 (E-48)</td>
<td><strong>CANDIDATE NOMINATION – SUPREME &amp; APPELLATE COURTS</strong></td>
<td>Art. VI, § 16, sub(d) Cal. Const.</td>
</tr>
<tr>
<td>(Date fixed by law)</td>
<td>The last day for the Governor to nominate a candidate for Justice of the Supreme</td>
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<tr>
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<td>Court or Justice of the Court of Appeal when an incumbent justice who was to</td>
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<td>have stood for confirmation at the General Election did not file his or her</td>
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<td></td>
<td>declaration of candidacy with the Secretary of State.</td>
<td></td>
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<tr>
<td>Date Range</td>
<td>Event Description</td>
<td>Reference</td>
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</tr>
<tr>
<td>September 23, 2010 to</td>
<td><strong>STATE BALLOT PAMPHLET MAILING</strong></td>
<td>§ 9094</td>
</tr>
<tr>
<td>October 12, 2010 (E-40 to</td>
<td>Between these dates, the Secretary of State shall mail state ballot pamphlets to all households in which voters were registered by Friday, September 3, 2010 (E-60). This mailing is based on the information provided by the Cal voter files that are transmitted to the Secretary of State by September 3, 2010 (E-60).</td>
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<td>E-21)</td>
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<tr>
<td>September 23, 2010 to</td>
<td><strong>COUNTY SAMPLE BALLOT MAILING</strong></td>
<td>§§ 13300-13304</td>
</tr>
<tr>
<td>October 12, 2010 (E-40 to</td>
<td>Between these dates, the County Elections Official shall mail a polling place notice and sample ballot to each registered voter. The polling place notice shall state whether the polling place is accessible to the physically handicapped.</td>
<td></td>
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<tr>
<td>E-21)</td>
<td></td>
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</tr>
<tr>
<td>October 5, 2010 (Date</td>
<td><strong>FIRST PRE-ELECTION STATEMENT</strong></td>
<td>§§ 84200.5, 84200.7(b) G.C.</td>
</tr>
<tr>
<td>fixed by law)</td>
<td>Last day for candidates and committees to file campaign financial statements covering the period ending September 30, 2010.</td>
<td></td>
</tr>
<tr>
<td>October 4, 2010 to</td>
<td><strong>VOTE BY MAIL VOTING PERIOD</strong></td>
<td>§§ 3001, 3003</td>
</tr>
<tr>
<td>October 20, 2010 (E-29 to</td>
<td>Between these dates, any registered voter may apply in the County Elections Official for a Vote by Mail ballot. Applications received before October 4, 2010 shall be kept and processed during this application period.</td>
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</tr>
<tr>
<td>E-7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 17, 2010* to</td>
<td><strong>LATE CONTRIBUTION REPORT</strong></td>
<td>§§ 84203, 84203.3 G.C.</td>
</tr>
<tr>
<td>November 1, 2010 (Within</td>
<td>All candidates and ballot measure committees that make or receive a late contribution and all other committees that make a late contribution totaling $1000 or more on any date during the 16 days before an election must report it by guaranteed overnight mail, telegram, personal delivery, or facsimile transmission within 24 hours. Late contribution reports may be reported on Form 497.</td>
<td></td>
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<tr>
<td>24 hours) (E-18 to E-1)</td>
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<td></td>
</tr>
<tr>
<td>October 17, 2010 to</td>
<td><strong>LATE INDEPENDENT EXPENDITURE REPORT</strong></td>
<td>§§ 84204, 85500 G.C.</td>
</tr>
<tr>
<td>November 1, 2010 (Within</td>
<td>All candidates and committees that make a late independent expenditure totaling $1000 or more on any date during the 16 days before an election must report it by guaranteed overnight mail, telegram, personal delivery, or facsimile transmission within 24 hours. Late independent expenditure reports may be reported on Form 496.</td>
<td></td>
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<tr>
<td>24 hours) (E-18 to E-1)</td>
<td></td>
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</tr>
<tr>
<td>October 18, 2010 (E-15)</td>
<td><strong>CLOSE OF REGISTRATION</strong></td>
<td>§§ 2102, 2107</td>
</tr>
<tr>
<td></td>
<td>Last day to register or re-register to vote to be eligible for voting in the General Election.</td>
<td></td>
</tr>
<tr>
<td>October 19, 2010 (E-14)</td>
<td><strong>WRITE-IN CANDIDATE'S DECLARATION</strong></td>
<td>§§ 8601, 8604</td>
</tr>
<tr>
<td></td>
<td>The last day for any write-in candidate to file with the County Elections Official his or her statement of write-in candidacy and the required number of signatures on the nomination papers. No filing fee is required.</td>
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<tr>
<td>Date</td>
<td>Event Description</td>
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<tr>
<td>October 10, 2010 (E-14)</td>
<td><strong>NEW CITIZENS REGISTRATION PERIOD</strong>&lt;br&gt;Registration for new citizens begins the 14th day prior to an election and ends on the 7th day prior to the election. A new citizen registering to vote after the close of registration shall provide the County Elections Official with proof of citizenship (between these dates) prior to voting, and shall declare that he or she has established residency in California. New citizens vote a regular vote by mail ballot. §§ 331, 3500, 3501, 3502</td>
<td></td>
</tr>
<tr>
<td>October 21, 2010 (E-12)</td>
<td><strong>SECOND PRE-ELECTION CAMPAIGN FINANCIAL STATEMENT</strong>&lt;br&gt;Last day to file campaign statements for candidates and committees for the reporting period October 1, 2010 through October 10, 2010. Candidates being voted upon, their controlled committees, and committees primarily formed to support or oppose a candidate or measure must file the second pre-election statement by guaranteed overnight mail or personal delivery. §§ 84200.5, 84200.7(a) G.C.</td>
<td></td>
</tr>
<tr>
<td>October 21, 2010 (E-12)</td>
<td><strong>SUPPLEMENTAL INDEPENDENT EXPENDITURE REPORT</strong>&lt;br&gt;Last day to file supplemental independent expenditure reports for candidates or committees making independent expenditures of $1,000 or more in a calendar year to support or oppose a candidate or measure. Independent expenditure reports are filed at the same time, and in the same places, as would be required if the filer were primarily formed to support or oppose the candidate, measure, or measure qualification affected by the independent expenditure. § 84203.5 G.C.</td>
<td></td>
</tr>
<tr>
<td>Oct. 23, 2010* (E-10)</td>
<td><strong>NOTICE OF CENTRAL COUNTING PLACE</strong>&lt;br&gt;Last day for County Elections Official to publish the notice that the general election ballots will be counted at a specified public place. The notice shall be published one time in a newspaper of general circulation in the county. §12109</td>
<td></td>
</tr>
<tr>
<td>October 28, 2010 (E-7)</td>
<td><strong>VOTE BY MAIL VOTER BALLOT APPLICATION</strong>&lt;br&gt;Last day for the County Elections Official to receive any voter's application for a vote-by-mail ballot and to issue such ballot for the general election. § 3001</td>
<td></td>
</tr>
<tr>
<td>October 29, 2010 (E-7)</td>
<td><strong>NEW CITIZENS REGISTRATION PERIOD – LAST DAY</strong>&lt;br&gt;Registration for new citizens begins the 14th day prior to an election and ends on the 7th day prior to the election. A new citizen registering to vote after the close of registration shall provide the County Elections Official with proof of citizenship (between these dates) prior to voting, and shall declare that he or she has established residency in California. New citizens vote a regular vote by mail ballot. §§ 331, 3500, 3501, 3502</td>
<td></td>
</tr>
<tr>
<td>Date(s)</td>
<td>Event Description</td>
<td>Reference(s)</td>
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<td>--------------------</td>
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</tbody>
</table>
| October 27, 2010 to November 1, 2010 (E-6 to E-1) | SPECIAL ABSENTE VOTER – RECALLED TO MILITARY SERVICE  
On or between these dates, a registered special absent voter recalled to military service after October 26, 2010, but before 5:00 p.m. on November 1, 2010 may appear before the County Elections Official and obtain an absent voter’s ballot which may be voted in the County Election Official’s office or outside the County Election Official’s office on or before the close of the polls and returned as are other voted absent voter ballots. | § 3110       |
| October 27, 2010 to November 2, 2010 (E-6 to E-0) | REQUEST FOR VOTE BY MAIL BALLOTS - LATE CONDITIONS  
On or between these dates, Vote by Mail ballots are available at the elections offices for voters who have conditions preventing them from voting at a polling place. A written application signed by the voter under penalty of perjury is required. The voter may designate any authorized representative to return the voted Vote by Mail ballot. | § 3021 |
| November 2, 2010 (E) | GENERAL ELECTION DAY  
Polls open from 7:00 a.m. to 8:00 p.m. | §§ 1000, 14212 |
| Nov. 2, 2010 (E-6) | UNOPPOSED SUPERIOR COURT JUDGE  
On this date, the County Elections Official will declare any incumbent superior court judge whose name did not appear on either the primary or general election ballot re-elected. | § 6203 |
| November 30, 2010 (E+28) | COMPLETION OF OFFICIAL CANVAS BY ELECTIONS OFFICIAL  
The elections official shall prepare a certified statement of the results of the election and submit it to the Board of Supervisors. The Board of Supervisors shall declare the winners for each office and each measure. The elections official shall make out and deliver to each person elected or nominated a Certificate of Election or Nomination. | §§ 15372, 15400, 15401 |
| December 3, 2010 (E+34) | STATEMENT OF RESULTS TO SECRETARY OF STATE  
By this date the County Elections Official shall send to the Secretary of State in an electronic format, one complete copy of the returns for all candidates for statewide office, Representative in Congress, Member of the State Senate, Assembly, Member of the State Board of Equalization, and for all statewide measures. | § 15375 |
| January 31, 2011 (Date fixed by law) | CAMPAIGN FINANCIAL STATEMENT – SEMIANNUAL  
Last day to file semianual campaign financial statements for all candidates and committees receiving contributions or making expenditures between July 1, 2010 and December 31, 2010. | §§ 94200, 94218 |
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW GOVERNING BOARD POLICY, NO. 1140, BUILDING DEDICATION PLAQUES

REQUESTED ACTION: APPROVAL

SUMMARY:

The attached proposed new Governing Board Policy, No. 1140, Building Dedication Plaques, has been developed by the District Policies and Procedures Subcommittee. The purpose of the new policy is to recognize and honor the names of individuals who were elected Board members during Bond passage and completion of building projects.

This proposed Board Policy has been discussed and reviewed by the Superintendent/President’s Cabinet and the Shared Governance Council. The Board reviewed it for information at their meeting held April 21, 2010. Approval is requested at this time.

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

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT
SOLANO COMMUNITY COLLEGE DISTRICT

BUILDING DEDICATION PLAQUES

POLICY: The Solano Community College District Governing Board recognizes the value of appropriate plaques installed in district facilities as a means of acquainting students and the general public with the history of a particular building. Naming of buildings in honor of individuals who have made substantial contributions to the well-being of the community is seen as a means of honoring such individuals, and as a way to acquaint students and the general public with the outstanding works of others.

Building Plaque Location: Building plaques are to be located on the exterior of the building near the main entrance. The plaque should be sized to complement its surroundings.

Names and Dates on Building Plaques: In keeping with the practice to recognize elected officials and others, the Board wishes to have plaques installed on new construction projects contain the following information:

1. Name of school district
2. Name of building. If the building is named after a person, another plaque containing a brief biography of that person will be hung in an appropriate place.
3. Year of construction (the year in which groundbreaking occurs)
4. Dedication date
5. Names of the following Board members on the Board at the time of dedication as reflected in the Board minutes:
   - President
   - Vice-president
   - Members (alphabetical order)
   - Secretary of the Board (Superintendent/President)

6. Names of the following Board members on the Board when related bond construction measure was passed or other funding sources for building construction were received as reflected in Board minutes:
   - President
   - Vice-president
   - Members (alphabetical order)
   - Secretary of the Board (Superintendent/President)
7. Name of architect
8. Name of contractor

BP1140

JCL:rt

REFERENCES/AUTHORITY: Solano Community College District Governing Board

Reviewed: April 21, 2010

Adopted: XXXXXXXX
TO: Members of the Governing Board


REQUESTED ACTION: HOLD PUBLIC HEARING AND RECEIVE PROPOSALS

SUMMARY:

At the Board meeting on May 19, 2010, the Governing Board accepted the Operating Engineers/Stationary Engineers, Local 39 and District opening proposals (attached) for the 2010-13 successor agreement. In accordance with Government Code Section 3547, public comment on such proposal shall be received and a public hearing be held. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

After sufficient time has been allotted for public response, it is recommended that the Board President close the hearing, reconvene the regular meeting, and receive the proposals for negotiations.

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

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

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

June 4, 2010

PAGE 54
SOLANO COMMUNITY COLLEGE DISTRICT OPENING PROPOSALS TO OPERATING ENGINEERS/STATIONARY ENGINEERS, LOCAL 39 FOR 2010-2013 SUCCESSOR AGREEMENT FOR "SUNSHINING," PURSUANT TO GOVERNMENT CODE SECTION 3547

Article 1       Union Recognition
Article 6       Personnel Files/Evaluation
Article 7       Definitions
Article 9       Leaves of Absence
Article 8       Discipline and Dismissal
Article 10      Professional Growth
Article 11      Hours and Overtime
Article 13      Vacation Plan
Article 15      Health and Welfare Benefits
Article 16      Working Conditions
Article 17      Transfers/promotions
Article 21      Grievance Procedure
Article 28      Negotiations
Appendix A      Classified Salary Schedule 2007-08/Classifications
Appendix B      Fringe Benefit Plans
Appendix C      Grievance Form
April 7, 2010

Trudy Largent, Interim Director
Human Resources
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Dear Ms. Largent:

Please find outlined below the International Union of Operating Engineers, Stationary Local 39 proposals for sunshine.

Article 2   Affirmative Action
Article 4   Agency Shop
Article 6   Personnel Files/Evaluation
Article 7   Definitions
Article 8   Discipline and Dismissal
Article 9   Leaves of Absence
Article 15  Health and Welfare Benefits
Article 16  Working Conditions
Article 21  Grievance Procedure
Article 22  Check Off and Organizational Security
Article 28  Negotiations
Article 29  Duration

Appendix A   Operating Engineers Classifications
Appendix B   Fringe Benefit Plans
Appendix C   Grievance Form
Appendix D   Dues/Service Fee Schedule

Stationary Engineers Local 39 reserves the right to amend, modify, change, add to or subtract from the above list of articles. Please contact me to set mutually agreeable dates and times to commence the bargaining process.

We look forward to productive and meaningful negotiations.

Sincerely,

[Signature]

Laura Strand
Business Representative

LS:lm:IUOE#39/afl-cio
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: EXTENSION OF SERVICE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE AND
RICH CONSULTANTS, INC.

REQUESTED ACTION: APPROVAL

SUMMARY:

The District is initiating the Request for Proposals (RFP) process for benefit consulting services for the 2010-11 year. Rich Consultants, Inc. is currently providing these services to the District and the contract expires June 30, 2010.

We are requesting the contract for Rich Consultants, Inc. be extended for the period of July 1, 2010 through August 30, 2010 for the purpose of providing continuity to the District and its health benefits committee during the Request for Proposals (RFP) process.

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

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

PRESENTOR'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

June 4, 2010

PAGE 57
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: DISTRICT TO ENGAGE IN THE REQUEST FOR PROPOSALS (RFP) FOR HEALTH BENEFITS CONSULTING SERVICES

REQUESTED ACTION: APPROVAL

SUMMARY:
Solano Community College District currently provides comprehensive health and welfare benefits for active/retired employees. For several years the District has engaged the services of a consultant to provide services to the District and the District Employee Health Benefits Committee in developing health and welfare strategies, evaluating costs, evaluating and assessing current health plans, plan administration, and provider networks. Such services include negotiating favorable renewals with the current providers on behalf and in the best interest of the District. Additionally, the benefit’s consultant has provided assistance to the District and the Health Benefits Committee in exploring strategies for cost containment for health benefits while continuing to provide employees with a comprehensive and effective health plan. The contract for the current benefits consultant will expire on June 30, 2010. The Board has expressed a desire to engage in a Request for Proposals (RFP) process to select a consulting firm to provide consulting services pertaining to the health and welfare benefits’ programs of the District for the 2010-2011 fiscal year.

We are requesting approval to begin the RFP process.

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

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

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

SUPERINTENDENT/PRESIDENT

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

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

PAGE 58
TO: Members of the Governing Board

SUBJECT: UPDATE POLICY 4800 TO REFLECT CURRENT AND APPROVED POSITION TITLES OF THE ADMINISTRATIVE LEADERSHIP GROUP (ALG)

REQUESTED ACTION: APPROVAL

SUMMARY:
Attached are all revised documents for the changes presented at the May 19, 2010 Board meeting. We are requesting the Governing Board approve the changes as discussed.

Attached are all revised documents.

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

Trudy Largent
Interim Director, Human Resources

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

PAGE 59
Range 53
Executive Vice President
  Academic & Student Affairs

Range 52
Vice President
  Finance & Administration

Range 50
Director, Human Resources

Range 49
Dean
  Academic Success & Learning Resources
  Business & Career Technical Ed
  Counseling & Special Services
  Enrollment Management
  Fine & Applied Arts/Behavioral Sciences
  Health Occ., Public Safety and Child & Family Studies
  Humanities
  Math & Science
  PE, Wellness & Athletics
Center Dean
  Vacaville and Travis Center
  Vallejo Center
  Chief Information Systems Officer
  Executive Director, Institutional Advancement

Range 48
Director, Technology Services & Support

Range 47
Dean, Student Development & Outreach

Range 46
Director (4)
  Admissions & Records
  Facilities
  Financial Aid
  Fiscal Services

Range 45
Managing Director of Theatre Operations

Range 43
Director of Children's Program
  Manager, Technology Services and Support
  Program Developer, Workforce and Economic Development/Contract Education

Range 42
Assistant Director, Facilities
  Director, Small Business Development Center

Range 40
Director, Research & Planning

Range 38
Chief, College Police & Public Safety

Range 37
Staff Diversity Coordinator

Range 35
Bookstore Manager
  Executive Coordinator-Supt/President & Gov Board
  Executive Coordinator-Special Projects
  Graphic Arts Services Supervisor

Range 34
MESA Director

Range 33
Coordinator, Marketing & Student Recruitment
  Supervisor
    Facilities
    Grounds

Range 32
Executive Assistant
  Academic & Student Affairs
  Finance & Administration
  Human Resources

Range 31
Human Resources Specialist

Range 29
Staff Assistant
### SOLANO COMMUNITY COLLEGE DISTRICT

#### Administrative Leadership/Supervisory/Confidential 2010-11 Schedule

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Persons possessing an earned doctorate from an accredited institution will receive an additional $2400.

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Salary schedule is based on 223 workdays.

$10,000 increment between Range 52 & 53.

Board Approved: 6/16/2010

Note: 1.00% increase to be applied eff. 6/30/11

NOTE: Not all salary ranges reflected above has a designated classification or employee serving at the range.
Solano Community College

Administrative Leadership Group
Board Policy 4800
(Salary and Benefits)

Adopted by the Governing Board:
May 18, 2005

Revised:
April 29, 2009
May 6, 2009
June 17, 2009
August 19, 2009
December 2, 2009
SOLANO COMMUNITY COLLEGE DISTRICT

ADMINISTRATIVE EMPLOYEES

4800.1 Intent of Policies: It is the expectation of the District that the policies contained herein should be considered guidelines and ordinarily be followed to provide structure and organization, to support excellence, and to promote effective leadership. Since these policies cannot possibly address every potential situation, they are neither exclusive nor comprehensive. The District reserves its exclusive right to regularly review these policies and procedures and to update, change, amend, supplement or terminate any of its rules, regulations, or policies at any time for any reason satisfactory to the Board. In the event any provision of these policies and/or District regulations conflicts with the terms of an individual employee's employment contract, the terms and conditions of the employee's contract shall govern.

4800.2 Administrator Responsibilities: Educational administrators and classified managers have major responsibilities for promoting educational leadership, formulating and recommending District policies and administering District programs.

A. An Educational Administrator is an administrator who is employed in an academic position designated by the governing board of the district as having direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services program of the college or district. Educational Administrators may be employed by a contract of up to two years, the form of which is attached as Appendix A. Educational administrators include, but are not limited to the following positions at the District:

Center Dean, Vacaville and Travis
Center Dean, Vallejo
Dean, Academic Success & Learning Resources
Dean, Business and Career Technical Education
Dean, Counseling and Special Services
Dean, Enrollment Management
Dean, Fine and Applied Arts/Behavioral Sciences
Dean, Health Occupations, Public Safety and Child & Family Studies
Dean, Humanities
Dean, Math and Science
Dean, Physical Education, Wellness and Athletics
Dean, Student Development and Outreach
Executive Vice President, Academic and Student Affairs

B. Classified Management

1. A Classified Manager is an administrator who is employed by the Governing Board in a position designated as having direct
responsibility for supervising the operation of, or formulating policy for, functions and services that support the instructional and student services components of the District. Classified Managers include, but are not limited to the following positions at the District:

- Assistant Director, Facilities
- Chief Information Systems Officer
- Chief, College Police and Public Safety
- Coordinator, Marketing and Student Recruitment
- Director, Admissions and Records
- Director, Children's Programs
- Director, Facilities
- Director, Financial Aid
- Director, Fiscal Services
- Director, Human Resources
- Director, Research and Planning
- Director, Small Business Development Center
- Director, Technology Services and Support
- Executive Director, Institutional Advancement
- Managing Director of Theatre Operations
- Manager, Technology Services and Support
- Program Developer, Workforce and Economic Development/Contract Education
- Vice President, Finance and Administration

2. A Supervisory Employee is any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such actions, if, in connection with the foregoing functions, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. Supervisory Employees include, but are not limited to the following positions at the District:

- AmeriCorps Supervisor
- Bookstore Manager
- Graphic Arts Services Supervisor
- MESA Director
- Staff Diversity Coordinator
- Supervisor, Facilities
- Supervisor, Grounds

3. A Confidential Employee is any employee who, in the regular course of his/her duties, has access to, or possesses information directly
administrative employees (continued)

relating to confidential matters concerning collective bargaining negotiations, grievances, layoffs or other matters dealing with labor relations. Confidential Employees include, but are not limited to the following positions at the District:

Executive Assistant, Academic and Student Affairs
Executive Assistant, Finance and Administration
Executive Assistant, Human Resources
Executive Coordinator (Special Projects)
Executive Coordinator (Superintendent/President & Governing Board)
Human Resources Specialist
Staff Assistant

4800.3 Citizenship Rights: Administrative Employees have the same rights and responsibilities as other citizens living in a democracy. They may participate in political and governmental affairs, including such rights as voting; discussing the social, political, and economic issues of the day in public office; or holding office in political parties. Administrative employees, because of their position with the District, should make it clear that they are speaking or acting as individuals and not as employees of the Governing Board.

4800.4 Administrative Leadership Group Council:

A. The Administrative Leadership Group includes those administrators, supervisory, and confidential employees identified as management by the Governing Board.

B. The Administrative Leadership Group Council is made up of one representative from each management constituency. It is designed to further the dissemination of information to the management employees on campus.

C. The Solano Community College District Governing Board recognizes the importance of an Administrative Leadership Group for the purpose of fulfilling its legal responsibility for the management of public education at Solano Community College. The Administrative Leadership Group as a whole is responsible for selecting members to represent their interests and concerns in the Shared Governance process.

D. While the Administrative Leadership Group Concept places emphasis upon shared responsibility and authority, nothing in this policy intends to limit the responsibility and/or authority of the Governing Board or the Superintendent/President to make decisions as prescribed by law.
SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATIONS

CLASS TITLE: EXECUTIVE VICE PRESIDENT OF ACADEMIC AND STUDENT
AFFAIRS (Educational Administrator)

BASIC FUNCTION:

Under the direction of the Superintendent/President, the Executive Vice President of Academic and Student Affairs ensures that all areas of responsibility are successfully serving students' educational goals and are consistent with the College mission. The Vice President provides dynamic and strategic leadership to assist the College in achieving its vision for excellence. The leader in this position is focused on the quality and integrity of all of the College's academic degree programs, assessing student learning outcomes, developing high quality faculty and providing excellent academic and student support services and serves as a member of the President's Cabinet.

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

REPRESENTATIVE DUTIES FOR AREAS OF INSTRUCTION:

Implements accreditation recommendations and standards, provides managerial direction, including planning, goal setting, implementation, coordination, evaluation, and accountability for all areas of the academic program, contract education, workforce development, and Community Services.

Works cooperatively with the Superintendent/President to coordinate mission, goals and objectives of the College as a whole. Participates in strategic and long-range educational planning for the District. Facilitates the educational master planning process.

Supervises the Curriculum and Scheduling Office assuring compliance with state guidelines and course standards for the College. Serves as an advisor on program and course development to academic administrators and faculty. Participates in the development of course/program approval process and proposals for course approval. Recommends curriculum changes required by legislative actions of the California Community Colleges Board of Governors and the local Governing Board.

Coordinates the class scheduling for off-campus locations with the division Deans.

Works cooperatively with Academic Affairs administrators and faculty to determine personnel needs; participates in hiring process for full-time faculty positions, serves as assistant to Superintendent/President to organize final selection process for faculty positions.
Executive Vice President of Academic & Student Affairs - Continued

Participates in the recruitment and selection and recommendation of candidates for positions which report directly to the Vice President.

Supervises and evaluates all staff members who report directly to the Vice President of Academic Affairs.

Recommends institutional policy and supervises preparation of appropriate policy statements and regulations.

Prepares, submits and monitors the annual budget for areas of responsibility.

Keeps abreast of issues and regulations in higher education, communicating information to administration, faculty and staff.

Plans and implements professional development activities for Academic Affairs personnel.

Prepares reports as required for state, federal and accreditation agencies, and serves as the District’s accreditation liaison officer.

Works with community groups, educational institutions and individuals concerning College programs and services.

Represents the College as the Chief Instructional Officer at state meetings and conferences.

**REPRESENTATIVE DUTIES FOR STUDENT AFFAIRS:**

Works cooperatively with other managers to coordinate the Student Services Programs with the instructional and other related areas.

Has overall responsibility for the administration of Student Services program, course and program articulation, relations with colleges and district high schools, and matriculation and the student discipline and grievance process.

Directs Student Service planning, implementation and evaluation including annual program and budget reviews.

Recommends institutional policy and supervises preparation of appropriate policy statements and regulations.

Develops and recommends additions, changes and revisions to the curriculum of Student Services programs.

Directs planning and operation of Admissions and Records, Counseling, Guidance and Assessment, Financial Aid and Student Placement, Institutional Research (Matriculation), Student Affairs, Special Services and Veterans' Program.
Compiles statistics and maintains adequate records for internal analysis, management planning and special reports for Student Services required by the College and external organizations.

Serves as chairperson for the Academic Council and the Articulation Officer.

Directs planning and operation of admissions and records, class registration processes and attendance accounting procedures.

Works with managers to determine needs for new staff and makes recommendations for hiring to Superintendent/President.

Plans and implements professional development activities for academic personnel.

Prepares annual and special reports for areas of responsibility.

Coordinates grants development and grants management in areas of responsibility.

Works with community groups, educational institutions and individuals concerning College programs and services.

**GENERAL DUTIES AND EXPECTATIONS:**

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

Supervise and evaluate the academic and student services deans.

Provide creative and energetic leadership in strategic planning by supporting existing and new initiatives.

Actively participate in California Community Colleges activities.

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

Develop and maintain an operational manual for areas of responsibility.

Overall, foster a sense of community within Academic and Student Affairs personnel to maximize student academic and personal achievement; to enhance retention, graduation and goal attainment.

Carries out special projects as may be assigned.

**KNOWLEDGE, SKILLS, AND ABILITIES**

Ability to provide clear direction and visionary leadership.

Ability to maintain and promote collegiality and participatory governance.

Demonstrated record of creative strategic planning, creative problem solving, curriculum planning, and creative enrollment management strategies.

Demonstrated knowledge of information technology systems and related applications.

Demonstrated personal characteristics: integrity, open-mindedness, creativity, self direction.

Demonstrated excellent communication and human relation skills.

Demonstrated ability to foster strong relations between academic and student support services.

Demonstrated ability to develop and implement integration between academic and student support services.
EDUCATION AND EXPERIENCE

Minimum Qualifications
Master's degree required from a regionally accredited institution of higher education. At least four years of experience at the dean level or above. Teaching experience. Experience with or an acute understanding of Student Services functions and how they support learning and student success. Demonstrated sensitivity to, and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Preferred Qualifications
Doctorate degree from a regionally accredited institution.

Successful experience in higher education with a strong record of teaching excellence on the postsecondary level and demonstrated senior-level academic leadership experience with a record of increasing responsibility and success.

An understanding and appreciation of the roles of student services and student development.

Comprehensive knowledge, and demonstrated understanding and experience of: academic program development, implementation and assessment; student support services; instructional technology; library; budget planning, budget preparation, and fiscal management.

Curriculum development/management experience.

Capacity for working effectively within a collective bargaining environment.

Appreciation of the values of cooperative decision-making.

Understanding of commitment to and passion for the community college mission.

Demonstrated understanding of trends, issues and challenges of a comprehensive community college.

A record of community service or involvement.

Excellent organizational, communication, customer service, decision-making, judgment, problem-solving and delegation skills.

Experience in California Community Colleges.

TL/zg:12-15-09

Board approved: 12/16/09
Revised: _________
TO: Members of the Governing Board

SUBJECT: SUPPLEMENTAL RETIREMENT PLAN (SRP) OFFERED THROUGH PUBLIC AGENCY RETIREMENT SERVICES (PARS)

REQUESTED ACTION: APPROVAL

SUMMARY:
At its regular meeting on April 21, 2010, the Board approved Resolution 09/10-22 to offer an early retirement incentive plan for the 2010-2011 fiscal year through the Public Agency Retirement System (PARS), provided that there was sufficient employee participation. The goal of the program is to generate salary savings of at least $500,000 for fiscal year 2010-2011, by increasing the numbers of retirements and resignations in the 2009-2010 fiscal year. However, as a result of the post analysis of potential savings to the District, based on those eligible employees who requested to participate in the Supplemental Retirement Plan (SRP), the District has determined that the actual savings to the District to offer the plan will be between $329,606 and $469,011. Any actual savings includes the cost to the District to replace five faculty positions with five temporary faculty on a one-year assignment, as well as hiring five additional adjunct faculty. It is recommended that the Board approve the offering of the Supplemental Retirement Plan (SRP).

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

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

PRESENTER’S NAME

4000 Suisun Valley Road Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

PAGE 70
TO: Members of the Governing Board

SUBJECT: AUTHORIZE THE OFFERING OF THE PUBLIC AGENCY RETIREMENT SERVICES (PARS) SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR ELIGIBLE EMPLOYEES FOR THE 2010-2011 FISCAL YEAR

REQUESTED ACTION: APPROVAL

SUMMARY:
The following employees have met the eligibility requirements to participate in the Supplemental Retirement Plan (SRP) offered through the Public Agency Retirement Service (PARS). On April 21, 2010 the Board approved the offering of the Early Retirement Incentive.

We are requesting the Board approve the following resignations/retirements for those employees who have elected to participate in the Early Retirement Plan for the 2010-2011 fiscal year.

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>PARS Effective Date</th>
<th>Resignation Effective Date</th>
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</thead>
<tbody>
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<td>Delbert Bump</td>
<td>Instructor, Music 29 years of service at SCC</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>M. Bruce Clark</td>
<td>Instructor, English 39 years of service at SCC</td>
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SUPERINTENDENT'S RECOMMENDATION: ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE

Trudy Largent, J.D.
Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122
TELEPHONE NUMBER

Administration
ORGANIZATION

June 4, 2010
DATE SUBMITTED TO
SUPERINTENDENT/PRESIDENT

June 4, 2010
DATE APPROVED BY
SUPERINTENDENT/PRESIDENT

PAGE 71
TO: Members of the Governing Board

SUBJECT: AUTHORIZE THE OFFERING OF THE PUBLIC AGENCY RETIREMENT SERVICES (PARS) SUPPLEMENTARY RETIREMENT PLAN (SRP) FOR ELIGIBLE EMPLOYEES FOR THE 2010-2011 FISCAL YEAR

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

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<thead>
<tr>
<th>Name</th>
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<th>PARS Effective Date</th>
<th>Resignation Effective Date</th>
</tr>
</thead>
<tbody>
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<td>Mary David</td>
<td>Admin. Asst. III, OAR</td>
<td>6/30/10</td>
<td>6/30/10</td>
</tr>
<tr>
<td>Diana Haley</td>
<td>Extended Campus Assistant</td>
<td>6/30/10</td>
<td>6/30/10</td>
</tr>
<tr>
<td>Dorothy Hawkes</td>
<td>Instructor, Mathematics</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>Donald Hoggan</td>
<td>Instructor, Computer Science</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>Gary Martin</td>
<td>Instructor, Computer Science</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>Walter Mikolajcik</td>
<td>Instructor, Music</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>Mary Ellen Murphy</td>
<td>Assessment Center Specialist</td>
<td>6/30/10</td>
<td>6/30/10</td>
</tr>
<tr>
<td>David Nourot</td>
<td>Instructor, Welding</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>Maile Ornellas</td>
<td>Instructor, Telecommunications</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>Sharon Pabst</td>
<td>Reading/Writing Lab Tech</td>
<td>6/30/10</td>
<td>5/26/10</td>
</tr>
<tr>
<td>Charles Shatzer</td>
<td>Instructor, Business</td>
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<tr>
<td>Robert Simas</td>
<td>Director, Research &amp; Planning</td>
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<tr>
<td>Ella Tolliver</td>
<td>Counselor</td>
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<td>5/26/10</td>
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<tr>
<td>Elizabeth Tsai</td>
<td>Librarian</td>
<td>6/30/10</td>
<td>5/26/10</td>
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<tr>
<td>Jeff Yterdal</td>
<td>Bookstore Manager</td>
<td>6/30/10</td>
<td>6/30/10</td>
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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: TENTATIVE 2010-11 BUDGETS AND PROPOSED DATE AND LOCATION FOR THE PUBLIC HEARING AND ADOPTION OF THE OFFICIAL BUDGETS FOR 2010-11

REQUESTED ACTION: ADOPTION

SUMMARY:
This item was presented to the Board for information at its June 2 study session and Board adoption is recommended at this time for the District’s Tentative 2010-11 General Fund Unrestricted and Restricted Budgets and the date to establish the public hearing and formal adoption of the 2010-11 budgets, in accordance with California Code of Regulations (CCR), Title 5, Section 58305.

The public hearing on the official 2010-11 budgets is tentatively scheduled for the Board meeting of September 15, 2010, in the Board Room of the Solano Community College District, 4000 Suisun Valley Road, Fairfield, California. The Board adoption date is also tentatively scheduled for the Board meeting of September 15, 2010, in accordance with CCR, Title 5, Section 58301. The date is subject to change contingent on the final passage of the state budget. Upon the state’s budget adoption, the District has 60 days to adopt its 2010-11 budget. The Budgets are provided to the Board under separate cover. The Budgets will be made available in the Office of the Superintendent/President and Office of the Vice President of Administrative & Business Services. The document will be posted on the College Web site under Governing Board.

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

Carey C. Roth, Vice President
Administrative & Business Services

PRESENTER’S NAME
4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS
707-864-7209

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

June 4, 2010

PAGE 73
TO: Members of the Governing Board

SUBJECT: RESOLUTION AUTHORIZING TEMPORARY BORROWING FROM THE SOLANO COUNTY TREASURER-TAX COLLECTOR IN ACCORDANCE WITH ARTICLE XVI OF THE CALIFORNIA CONSTITUTION, RESOLUTION NO. 09/10-28

REQUESTED ACTION: APPROVAL

SUMMARY:
Board approval is requested for Resolution No. 09/10-28, a resolution authorizing the temporary borrowing from the Solano County Treasurer-Tax Collector in accordance with Article XVI of the California Constitution.

It is necessary to conduct this transaction due to the state deferring its apportionment allocation to the District. The District would have a negative cash flow because of expense obligations that must be disbursed during the months of June and July for payroll and essential operating expenses. The total amount needed is $8,289,534, to be transferred from the Solano County Treasurer and restored after the District's receipt of its state apportionment and property taxes in July, pending no additional state deferrals.

By resolution, the Solano County Board of Supervisors has indicated it will authorize the County Treasurer to make such transfer to the District at its meeting on June 22, 2010. The District's Resolution No. 09/10-28 is attached.

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

Carey C. Roth, Vice President
Administrative & Business Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Administrative & Business Services

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

June 4, 2010

PAGE 74
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

RESOLUTION AUTHORIZING TEMPORARY BORROWING
FROM THE SOLANO COUNTY TREASURER-TAX COLLECTOR IN
ACCORDANCE WITH ARTICLE XVI OF THE CALIFORNIA CONSTITUTION

RESOLUTION NO. 09/10–28

WHEREAS, The Department of Finance will defer up to $2 billion of cash payments to
community college districts due to the state budget crisis;

WHEREAS, The Department of Finance has indicated that repayments of deferrals may
change during the year depending on the cash needs of the state;

WHEREAS, The Solano Community College District (the “District”) desires to obtain
temporary transfer (the “Transfer”) of funds in custody of the Solano County Treasurer-Tax
Collector to cover potential cash deficits and provide funds for meeting the obligations incurred for
maintenance purposes;

WHEREAS, Article XVI, Section 6 of the California Constitution provides that the
Solano County Treasurer will have the power and duty to make a temporary transfer of funds upon
a resolution adopted by the Board of Supervisors authorizing such temporary transfer; and

WHEREAS, The amount of the Transfer may not exceed 85% of the amount of money
which will accrue to the District during the fiscal year and totals $8,289,534; now therefore be it

RESOLVED, That the Governing Board of the Solano Community College District hereby:

1. Find and determine that the Transfer of funds is in the best interest of the District and serves a
valid public purpose.

2. The District’s Governing Board hereby requests a Transfer of funds to the District from the
county funds in the Solano County Treasurer’s custody. The Transfer shall be in an amount
determined by the Treasurer, not to exceed 85% of the anticipated revenues accruing to the
District during the fiscal year.
3. The Superintendent/President is hereby authorized and directed for and on behalf of the District to formally request a Transfer of funds in an amount and upon a date determined by the Superintendent/President and Vice President of Administrative & Business Services to be necessary, not to exceed the limitations to such Transfer as provided herein.

4. The District hereby requests that the Transfer be made by the Treasurer in one installment and that the Treasurer deposit the Transfer to the District’s general fund.

5. Repayment of any Transfer installment shall be made from the revenues accruing to the District before any other obligation of the District is met from such revenues. The District will receive its deferred state apportionment and property taxes in July. Any amount transferred shall be repaid by July 30, 2010, pending no further state deferrals.

6. The Superintendent/President is hereby authorized and directed to execute and sign the Temporary Loan Request on behalf of the District.

7. The Secretary of the Governing Board is hereby directed to submit a certified copy of this Resolution to the Superintendent of the Solano County Office of Education and the Solano County Treasurer.

8. This Resolution shall take effect immediately.

PASSED AND ADOPTED This 16th day of June 2010, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY
CERTIFICATION

State of California
County of Solano

I, Jowel C. Laguerre, Ph.D., Secretary of the Governing Board of the Solano Community College District, do certify the foregoing is a true and actual copy of the resolution approved by the Governing Board at a regular meeting on Wednesday, June 16, 2010, the original of which is on file in the District Superintendent/President’s Office.

__________________________________________
Jowel C. Laguerre, Ph.D., Secretary to the Governing Board
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

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

REQUESTED ACTION: APPROVAL

SUMMARY:

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

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

Erin Farmer, Chair, Curriculum Committee
Robin L. Steinback, Ph.D.
Vice President, Academic Affairs

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7000, ext. 4350

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

PAGE 78
REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE
CURRICULUM ACTIVITIES

PAGE 1

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF
CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

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

MATH ASSESSMENT

Dean Philip Andreini, Humanities Division and Dean Joseph Conrad, Math & Science Division
confirmed the acceptance of the following:
   1) Allowing students to use Math assessment result for Math 320, 330, 330A, 330B, and 104

NEW COURSE PROPOSALS

(CP-10-161) AERO 060 – Basic Aeronautical Science
(CP-10-162) AERO 062 – Aircraft Production Processes
(CP-10-163) AERO 064 – Basic Aircraft Hydraulic & Pneumatic Systems
(CP-10-164) AERO 066 – Basic Aircraft Electrical Systems
(CP-10-165) COSM 103B – Cosmetology V

COURSE MODIFICATIONS

(CP-10-139) COSM 175 – Cosmetology Education Practicum – Change in other catalog
information and reading assignments.
(CP-10-166) COSM 103 – Cosmetology IV – Change in course number, units, course length,
total weekly hours, prerequisites, course advisory, repeatability, catalog description, other
catalog information, student performance objectives, reading assignments, other assignments,
content outline, and textbooks.
(CP-10-167) FIRE 140 – Fire Tech Academy – Change in course number, course length, total
weekly hours, method of instruction, prerequisites, catalog description, student performance
objectives, methods of evaluating student achievement, content outline, and textbooks.
(CP-10-168) PE 005E – Cardio Conditioning – Change in units and total weekly hours.
(CP-10-169) SOC 002 – Social Issues and Problems – Change in method of instruction. Add
online form.

PROGRAM MAJOR MODIFICATIONS

(CP-10-170) Aeronautics: Airframe Maintenance Technician – Change in required courses in
major.
(CP-10-171) Aeronautics: Powerplant Maintenance Technician – Change in required courses in
major.
(CP-10-172) Cosmetology – Change in required courses in major and major total units.
REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES PAGE 2

MATH AND SCIENCE CURRICULUM REVIEW

Course Modifications Horticulture

(CP-10-173) HORT 030 – Landscape Design I – Change in prerequisites, other required assignments, and textbooks.

Course Modifications Water/Wastewater

(CP-10-174) WATR 102 – Sanitary Chemistry – Change in method of instruction and textbook.
1) Action on revalidation; prerequisite = CHEM 160.
(CP-10-175) WATR 106 – Water Treatment II – Change in catalog description and textbook.
(CP-10-176) WATR 120 – Distribution Systems Maintenance – Change in method of instruction and textbook.
(CP-10-177) WATR 121 – Collection Systems Maintenance – Change in method of instruction and textbooks.

Curriculum Review Verification Forms

(CP-10-178) Horticulture Curriculum Review Verification Form
(CP-10-179) Water and Wastewater Curriculum Review Verification Form

Revalidation of Prerequisites and/or Corequisites Only

(CP-10-180) WATR 105 – Wastewater Treatment II – Revalidate prerequisite of: WATR 100.

CCBoardInfo06/16/2010:km
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: 2010-2011 STUDENT HEALTH SERVICES CONTRACT

REQUESTED ACTION: APPROVAL

SUMMARY:

The Student Development Office requests approval to renew the annual contract with the Solano County Health and Social Services Department to provide student health services for the period of July 1, 2010 through June 30, 2011. The maximum contract cost to Solano Community College is $199,532. This amount reflects a 5.5% increase compared to the 2009-10 contract. The increase is due primarily to health services personnel costs.

Exhibit B, the budget portion of the contract, is attached. The complete contract in its entirety is available in the Office of the Superintendent/President and the Office of the Dean of Student Development and Outreach.

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

Shirley V. Lewis, J.D., Dean
Student Development and Outreach

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7168

TELEPHONE NUMBER

Student Services

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

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

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT
Solano County - Public Health Nursing  
Solano Community College  
Student Health Services Budget  
FY 10/11

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<tr>
<td>Benefits @</td>
<td>43.33%</td>
<td></td>
<td>$ 48,140</td>
</tr>
<tr>
<td>Total Salaries &amp; Benefits</td>
<td></td>
<td></td>
<td>$ 159,238</td>
</tr>
<tr>
<td>Administrative Overhead</td>
<td>21.80%</td>
<td></td>
<td>$ 34,714</td>
</tr>
</tbody>
</table>

Services and Supplies:
2151 Drugs and Pharmaceuticals $ 2,000
2153 Medical/Dental Supplies   $ 2,700
2355 Mileage                   $  880

Total Services and Supplies $  5,580

Total Budget $ 199,532
TO: Members of the Governing Board

SUBJECT: CHILDREN’S PROGRAMS REPORT

REQUESTED ACTION: INFORMATION

SUMMARY:
Ms. Christie Speck, Director of the Children’s Programs, will give an annual report. The presentation will include information about program funding, child and family demographics, child outcomes, and program goals.

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

Christie Speck, Director
Children’s Programs

PRESENTERS NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7183

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
Superintendent/President
TO: Members of the Governing Board

SUBJECT: LETTER OF ENGAGEMENT WITH VAVRINEK, TRINE, DAY & CO. LLP, DISTRICT AUDITORS

REQUESTED ACTION: INFORMATION

SUMMARY:

Attached for Board information is a copy of the Letter of Engagement for Audit Services with Vavrinck, Trinc, Day & Co. LLP (VTD), the District's auditors.

The Board approved the selection of VTD at its May 5 regular meeting after a Request for Proposal process and interviews.

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

Carey C. Roth, Vice President
Administrative & Business Services

PRESENTEE'S NAME

4000 Suisun Valley Road
Fairfield, CA. 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Administrative & Business Services
ORGANIZATION

June 4, 2010
DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

June 4, 2010
DATE APPROVED BY SUPERINTENDENT/PRESIDENT

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

June 4, 2010
PAGE 84
May 18, 2010

Solano Community College
4000 Suisan Valley Road
Fairfield, CA 94534

We are pleased to confirm our understanding of the services we are to provide Solano Community College for the years ended June 30, 2010, 2011, and 2012. We will audit the financial statements of the business-type activities of Solano Community College as of and for the years ended June 30, 2010, 2011, and 2012.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Solano Community College’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Solano Community College’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.

Supplementary information other than RSI also accompanies Solano Community College’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Schedule of expenditures of federal awards.
2) Schedule of expenditures of state awards
3) Schedule of workload measures for state general apportionment
4) Reconciliation of annual financial and budget report with fund financial statements
5) Reconciliation of governmental fund balance sheets to statement of net assets
Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on——

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.
Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the business-type activities of the Solano Community College and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management’s responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.
Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and OMB Circular A-133.
Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Solano Community College’s compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Circular A-133 Compliance Supplement and related addenda for the types of compliance requirements that could have a direct and material effect on each of Solano Community College’s major programs. The purpose of these procedures will be to express an opinion on Solano Community College’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors’ reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Vavrinek, Trine, Day & Co, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to California Chancellors Office/Systems Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Vavrinek, Trine, Day & Co, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.
The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested by the California State Chancellors Office/Systems Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June of each year and to issue our reports no later than December 31st of each year. Terri A. Montgomery is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We agree that our gross fee for the District audit, including expenses, will not exceed $53,000, $54,000, $55,000 for the fiscal years ending June 30, 2010, 2011 and 2012. We will provide up to 40 bound copies, one unbound, and one PDF copy of our reports to the district; and will directly submit 5 copies to the designated oversight agencies, however, it is management’s responsibility to submit copies to any other parties needing the report. Additional bound copies may be provided at additional cost upon request.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary due to changes in circumstances or compliance requirements, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If any dispute arises among the parties, they agree to try first in good faith to settle the dispute by mediation administered by the America Arbitration Association (AAA) under its Rules for Professional Accounting and Related Services Disputes. All unresolved disputes shall then be decided by final and binding arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. Fees charged by any mediators, arbitrators, or the AAA shall be shared equally by all parties. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT IN THE EVENT OF A DISPUTE EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report accompanies this letter.

Vavrinek, Trine, Day & Co., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing services for the agency.
Solano Community College – Engagement Letter

We appreciate the opportunity to be of service to Solano Community College and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

[Signature]

Terri A. Montgomery
Vavrinek, Trine, Day & Co, LLP

RESPONSE:
This letter correctly sets forth the understanding of Solano Community College.

________________________________________________________________________
Signature

________________________________________________________________________
Title

________________________________________________________________________
Date

PAGE 91
SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FIRST READING OF PROPOSED CHANGES TO GOVERNING BOARD POLICIES, SERIES 1000 - BOARD POLICY NO. 1000, 1005, 1007, 1009, 1015, 1017, AND 1026

REQUESTEDACTION: INFORMATION

SUMMARY:
The Governing Board establishes broad institutional policies and appropriately delegates responsibility to implement these policies. At this time, the Board District Policies and Procedures Subcommittee presents for information the revision to Governing Board Policies, Series 1000 – Board Policy No. 1000 – Governing Board Policies and Regulations; Board Policy No. 1005 – Legal Basis and Authority; Board Policy No. 1007 – Student Trustee; Board Policy No. 1009 – Election of Student Trustee; Board Policy No. 1015 – Officers and Duties of Officers; Board Policy No. 1017 – Duties and Responsibilities of the Student Trustee; and Board Policy No. 1026 – Annual Organizational Meeting. Subsequent Board Policies may be submitted for information and review at a future meeting.

These proposed changes will move to the Superintendent/President’s Cabinet for review and then to the Shared Governance Council for review.

The Board District Policies and Procedures Subcommittee recommends that all Board Policies reflect the numbering system of the Community College League of California.

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

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

PRESENTERT'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7236

TELEPHONE NUMBER

June 4, 2010

DATE SUBMITTED TO SUPERINTENDENT/PRESIDENT

June 4, 2010

DATE APPROVED BY SUPERINTENDENT/PRESIDENT

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

PAGE 92
GOVERNING BOARD POLICIES AND REGULATIONS PROCEDURES 1000

POLICY:
The Governing Board (also hereinafter referred to as the Board) shall conduct its business in accordance with District policies and regulations procedures.

Policies and regulations procedures of the Governing Board may be adopted, revised or rescinded at any regular or special meeting of the Board in accordance with regulations procedures adopted by the Board.

REFERENCES/
AUTHORITY:
Solano Community College District Governing Board

GF:pc:jm
BP1000

ADOPTED: July 7, 1982
REVISED: March 18, 1987; June 6, 2007; __________2010
LEGAL BASIS AND AUTHORITY 1005

POLICY:
The Governing Board derives its authority from the California Education Code. The Board is subject to the provisions of the Constitution of the State of California, the California Education Code, the California Code of Regulations (Title 5), the rules and regulations of the California Community College Board of Governors, the Solano Community College Governing Board’s own policies, regulations and procedures, and the expressed will of the electorate.

The governance of the District shall be conducted by the Board. Board members have authority only when acting as a Board in session. Neither the District nor the Board shall be bound by any statement or action of any individual Board member or District employee, except when such statement or action is in pursuance of specific instruction of the Board.

REFERENCES/ AUTHORITY:
California Education Code Sections 35162, 94140-94156
California Code of Regulations, Title 5, Division 6, Chapters 1-10
Solano Community College District Governing Board

GF:pc:jm
BP1005

ADOPTED: March 18, 1987
REVISED: May 19, 1999; June 6, 2007, _______2010
SOLANO COMMUNITY COLLEGE DISTRICT

STUDENT TRUSTEE 1007

POLICY:
The Board shall include one (1) non-voting student member. The Student Trustee serves a one-year term commencing with the second Board meeting in May of each year.

The Student Trustee shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of six (6) units. Per ASSC bylaws, a minimum cumulative grade point average (GPA) of 2.3 in all course work taken at Solano Community College at the time of filing to run for office and during the time the Student Trustee serves in office is required. The student trustee may be employed as a Student Worker.

The Student Trustee shall have completed six (6) units of course work at Solano Community College at the time of filing to run for office and shall complete a minimum of six (6) units in each semester they hold office.

The Student Trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The Student Trustee shall be entitled to any mileage allowance necessary to attend Board meetings to the same extent as publicly elected trustees. The Student Trustee is not held liable for any acts of the Board of Trustees.

The Board shall afford the Student Trustee the following privileges:

* The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board;

* The privilege to receive compensation for meeting attendance at a level of one hundred fifty dollars ($150.00) per month.

If a Student Trustee wishes to cast an advisory vote, it shall be taken prior to the Board's vote.

REFERENCES/
AUTHORITY:
California Education Code Section 72023.5
Solano Community College District Governing Board
Associated Students of Solano College Constitution and Bylaws

GF:pcjm

ADOPTED: June 6, 2007
Revised: ___, 2010
SOLANO COMMUNITY COLLEGE DISTRICT

ELECTION OF STUDENT TRUSTEE 1009

POLICY:
The Student Trustee shall be elected by the Associated Students of Solano College (ASSC) in a general election held for that purpose. An election shall be held in the Spring Semester so that the office is filled by the second Board meeting of May. The election shall be conducted in accordance with the Associated Students of Solano College Election Code that is not in violation with governing board policies.

If the office becomes vacant by reason of the resignation or disqualification of an elected Student Trustee, or by any other reason, the ASSC President shall nominate a candidate for Student Trustee. A two-thirds vote of the Student Senate is needed for the candidate to take office. A special election shall be held. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Superintendent/President.

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law and these policies. The successful candidate must receive a plurality of all votes cast. The election will be conducted in accordance with administrative procedures established by the Superintendent/President.

REFERENCES/AUTHORITY:
California Education Code Section 72023.5, 72103
62 Ops. California Attorney General 126 (1979)
Associated Students of Solano College Constitution, Bylaws, and Election Code

GF:pc:jm
BP1009

ADOPTED: June 6, 2007

Revised: _____, 2010
SOLANO COMMUNITY COLLEGE DISTRICT

OFFICERS AND DUTIES OF OFFICERS 1015

POLICY:
Officers of the Board are the President, Vice President and Secretary.

The Board does not have an official system of rotation; it elects the President and Vice President each year from among all its members and appoints the Secretary of the Board.

President

The president of the Board should have the following skills needed to preside: knowledge of parliamentary procedures; willingness to allow those who have pertinent ideas to express them; and ability to keep discussions to the point. The President votes on all issues and participates in the discussion as he/she sees fit.

The duties of the President of the Board are to:

a. Preside over all meetings of the Board;

b. Appoint or provide for the election of all Board member committees;

c. Call emergency and special meetings of the Board as required by law;

d. Assist and consult with the Superintendent/President on developing Board meeting agendas;

e. Communicate with individual Board members about their responsibilities- Provide leadership in assisting all Board Members to achieve Board goals and adhere to standards of conduct;

f. Participate in the orientation process for new Board members;

g. Assure Board compliance with policies on Board education, self-evaluation and Superintendent/President evaluation;

h. Represent the Board at official events or ensure Board representation;

i. Perform such other duties as may be prescribed by law or by action of the Board.
j. Assure that the Board conducts its business with integrity and in a manner consistent with its Board Policies and procedures and regulations legitimately imposed upon it from outside the organization;

k. Represent the Board to outside parties in announcing Board-stated positions. He/she may delegate this authority to another Board Member, but remains accountable for its use;

l. Appoint one or maximum of three Board members to represent the Board on study, planning, or decision-making committees or groups in the District;

m. Sign all contracts, agreements, deeds, leases, plans, and specifications for new building construction, remodeling, and rehabilitation, and all other legal documents except those specifically authorized by the Board to be signed by an officer, agent, or employee of the District;

Vice President

In the absence of the President, the Vice President shall perform all of the duties of the President.

Secretary

The Superintendent/President shall serve as Secretary to the Board.

The major duties and responsibilities of the Secretary for the Board are to:

a. Notify members of the Board of all regular, special, emergency and adjourned meetings;

b. Attend all Board meetings and closed sessions unless absence is authorized by the Board President, and in such cases to assign a designee;

c. Prepare and post Board meeting agendas;

d. Furnish Board members with an agenda of principal items of business at least seventy-two (72) hours in advance of regular meetings and twenty-four (24) hours in advance of special meetings;

e. Have prepared for adoption minutes of Board meetings and provide Board members with a copy of the minutes prior to the subsequent meeting;

f. Have charge of all records, proceedings and documents of the Board;
g. File and post copies of financial reports as required by law;

h. Conduct, under the direction of the Board, the official correspondence of the Board;

i. Certify as legally required all Board actions;

j. Sign, when authorized by law or by Board action, any documents that would otherwise require the signature of the Secretary Clerk of the Board.

REFERENCES/ AUTHORITY:
California Education Code Section 72000, 72121, 85232, 85233
Solano Community College District Governing Board

GF:pcjxm
BP1015

ADOPTED: July 7, 1982
REvised: March 18, 1987; May 19, 1999; June 6, 2007; _____, 2010
SOLANO COMMUNITY COLLEGE DISTRICT

DUTIES AND RESPONSIBILITIES OF THE STUDENT TRUSTEE 1017

POLICY:
The Student Trustee of the Governing Board shall be sworn in, given the oath of office, and seated with the elected members of the Governing Board. The Student Trustee shall attend all meetings of the Governing Board. The Student Trustee is recognized as a full member of the Governing Board, receives all non-confidential materials presented to Board members, participates in the questioning of witnesses and discussion of issues but cannot make, amend or second motions or vote. The Student Trustee shall have the ability to cast an advisory vote. The Student Trustee’s presence or absence at a Board meeting shall not be counted in deciding a quorum.

The Student Trustee is encouraged to communicate on a regular basis with the Superintendent/President and attend college and community meetings and social events outside of regular Board meetings (whenever possible).

The Student Trustee shall be responsible and accountable to the students of Solano Community College District and shall carry out all of the duties delineated in as prescribed by Article III, Section K of the Associated Students of Solano College (ASSC) Bylaws:

* Attend all Governing Board meetings of the Solano Community College District.

* Be expected to attend all Student Senate meetings to report to the Student Senate the activities of the Governing Board as they pertain to the students.

* Assist the Governing Board Representative and the ASSC Executive Secretary in maintaining a record of Governing Board proceedings.

* Be available at the ASSC office for at least three hours a week for appointments.

* Report any absences to the ASSC Executive Secretary in advance.

REFERENCES/
AUTHORITY:
California Education Code Section 72023.5
Associated Students of Solano College Bylaws

GF:pc:jm
BP1017

ADOPTED: July 7, 1982
REVISED: March 18, 1987; May 19, 1999; June 6, 2007, ___, 2010
ANNUAL ORGANIZATIONAL MEETING 1026

POLICY:
As part of the December Board meeting at which the newly elected Governing Board first meets, following the first Friday in December, an annual organizational meeting shall be held at which time the Board shall elect a President, Vice President and appoint the Secretary (Superintendent/President) for a one (1)-year terms of office each and set the time and place of regular meetings of the Board.

REFERENCES/
AUTHORITY:
California Education Code Sections 35140, 35143, 72000(c)(2)(A)

GF:pc:jm
BP1026

ADOPTED: July 7, 1982
REVISED: March 18, 1987; May 19, 1999; June 6, 2007, 2010