

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES
REQUESTED ACTION: APPROVAL

EMPLOYMENT 2011-2012

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
To be announced	Administrative Assistant I Academic Senate 20 hours week/165 workdays	To be determined
Lily Espinoza	Dean, Human Performance & Development	1/4/12 (date correction)

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Delson Junker	Theater Technician	11/17/11 – 6/30/12	\$ 12.00 hour
Matthew King	Production Assistant, Theater	11/17/11 – 6/30/12	\$ 9.60 hour
Patrice Spann	Children’s Programs Assistant Extra hours as needed-occasional basis	11/3/11 – 6/30/12	\$ 19.15 hour
Conner Watson	Theater Technician	11/17/11 – 5/30/12	\$ 12.00 hour
Renee Worthy	Children’s Programs Assistant Extra hours as needed-occasional basis	11/3/11 – 6/30/12	\$ 18.34 hour

Sandra Dillon
Interim, Director of Human Resources

Jewel C. Laguerre for
JOWEL C. LAGUERRE, Ph.D.
Superintendent/President

November 4, 2011
Date Submitted

November 4, 2011
Date Approved

SOLANO COMMUNITY COLLEGE CONSENT CALENDAR

Governing Board Meeting

November 16, 2011

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Independent Contractors

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Children's Programs <u>Christie Speck, Responsible Manager</u>			
Cheryl Garnick	Present, CPR & First Aid	11/17/11	\$ 70.00 per person Not to exceed \$ 1,050.00 total
	Present, CPR & First Aid	12/8/11	\$ 70.00 per person Not to exceed \$ 1,050.00 total
Workforce and Economic Development <u>Deborah Mann, Responsible Manager</u>			
Uptown Studios	Addendum to previous contract submitted on 10/5/11 to provide database design & development services for the Bay Area Community College Consortium (BACWWE) website	11/16 – 12/15/11	\$ 2,000.00 addition to previous contract \$ 10,000.00 As invoiced
Small Business Development Center (SBDC) <u>Charles Eason, Responsible Manager</u>			
Jay Lloyd	Business advising and training, SCC Small Business Development Center YEP Program, Funding through the Community Collaborative Grant	11/17/11 – 12/31/11	\$ 40.00 hour Not to exceed \$ 1,000.00 total
Student Development Center <u>Mostafa Ghous, Responsible Manager</u>			
Lee Woo	Present five Sex Education Seminars in Fairfield & Vallejo	2/8, 3/6, & 4/5/12	\$ 150.00 each Not to exceed \$ 750.00 total

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Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Eric Dumin	Co-present & Support, Kinship Support & Information Foster & Kinship Care Education	9/7 – 9/14/11	\$ 360.00 total
D. MaryAnn Turley	Co-present & Support, Kinship Support & Information Foster & Kinship Care Education	7/20/11	\$ 360.00 total

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
<u>Career Technical Ed & Business</u>		
Career Technical Ed	Ryan Allen	Assistant/EMT class
Career Technical Ed	Sarah Breiling	Assistant/EMT class
Career Technical Ed	Kayla Craft	Assistant/EMT class
Career Technical Ed	Aldwin Donaldo	Flight Medic/EMT class
Career Technical Ed	Heidi Donaldo	Doctor/EMT class
Career Technical Ed	Thomas Forsen	EMT Skills
Career Technical Ed	Kyle Hightree	EMT Skills
Career Technical Ed	Patrick Johannessen	Assistant/EMT class
Career Technical Ed	Nicole Mestas	Assistant/EMT class
Career Technical Ed	Nicole Nowling	Assistant/EMT class
Career Technical Ed	Kaitlyn Oren	Assistant/EMT class
Career Technical Ed	Nicholas Parker	Assistant/EMT class
Career Technical Ed	Matt Pendergast	Assistant/EMT class
Career Technical Ed	Kevin Shepard	Assistant/EMT class
Career Technical Ed	Mindy Shipman	EMT Skills
Career Technical Ed	Gary Short	Assistant/EMT class
Career Technical Ed	Richard Stewart, III	EMT Skills
<u>Sciences</u>		
Vacaville Center	Michael Gallardo	Assist Science Lab Tech

**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:

10/03/11	Vendor Payment	11034791-11035007	\$ 28,456.99
10/06/11	Vendor Payment	11035008-11035053	219,879.10
10/06/11	Vendor Payment	11035054	793.39
10/11/11	Vendor Payment	11035056-11035062	385,736.96
10/12/11	Vendor Payment	11035063-11035077	75,476.43
10/12/11	Vendor Payment	11035078-11035084	11,209.54
10/14/11	Vendor Payment	11035085-11035092	133,885.54
10/19/11	Vendor Payment	11035093-11035160	368,083.97
10/20/11	Vendor Payment	11035161-11035167	128,205.88
10/24/11	Vendor Payment	11035168-11035767	131,481.20
10/27/11	Vendor Payment	11035798-11035921	456,982.40
10/27/11	Vendor Payment	11035922-11035936	136,454.65
			\$ 2,076,646.05

Copies of the Warrant Listings are available online at www.solano.edu under Governing Board Attachments, and are at the following locations: Office of the Superintendent-President, Office of the Vice President of Finance and Administration, and the Library.

<i>Government Code:</i> ECS 70902 & 81656	<i>Board Policy</i> 3240	<i>Estimated Fiscal Impact:</i> \$2,076,646.05
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SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
 Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**

Jowel C. Laguerre for

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

November 4, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

**SUBJECT: RENEWAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN GOODRICH CORPORATION AND SOLANO
COMMUNITY COLLEGE DISTRICT**

REQUESTED ACTION: APPROVAL

SUMMARY:

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

The District will provide training for up to 10 Goodrich employees. Employees will attend four hours of Soldering Leadwires assessment and training. Training will take place in spring 2012, at dates and times to be determined by Goodrich Corporation. Training will be delivered on-site at the Goodrich Corporation. All successful completers will receive Certification of Assessment and Training.

Goodrich Corporation will compensate the District \$2,200.00 for all educational services rendered. The cost is inclusive for all assessment and instruction.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development.

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$2,200 revenue
CEO 2011-12 Goals: Lead the college to fiscal stability*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Director
Workforce and Economic Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS


707-864-7195

TELEPHONE NUMBER

Academic and Student Affairs
ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 4, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

THIS AGREEMENT is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Goodrich Corporation, 3530 Branscombe Road Fairfield, CA 94533**, hereinafter referred to as the "Goodrich Corporation."

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide training and assessment for certification of Soldering Leadwires Techniques (SLT) for up to 10 employees.
- B. The District will coordinate and deliver the assessment and training and award certification to each employee who successfully completes the SLT assessment. The assessment and training will take place after January 7, 2012, date and time to be determined by Goodrich, at the Goodrich Corporation facility, on the manufacturing floor. Additional certification activities can be scheduled as needed with an addendum to this contract.
- C. The Goodrich Corporation will identify all employees to be assessed, and will provide all testing materials.
- D. The Goodrich Corporation will compensate the District for all services rendered and expenses at a rate of two thousand two hundred dollars and no cents (\$2,200.00).
- E. Payments by the Goodrich Corporation to the District will be due upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that the Organization and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to the Organization and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, the Organization, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of the Organization. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

Maria Sanford
Buyer
Goodrich Corporation
Fairfield, CA

Jowel C. Laguerre, Ph.D.
Superintendent/President
Solano Community College
Fairfield, CA

Date _____

Date _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF YOUTH EMPOWERMENT STRATEGIES
FOR SUCCESS-INDEPENDENT LIVING PROGRAM
(YESS/ILP) GRANT

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College's Youth Empowerment Strategies for Success—Independent Living Program (YESS-ILP), funded by the Foundation for California Community Colleges in the amount of \$22,500, is designed to assist current and former foster youth in successfully navigating the community college system while simultaneously teaching them basic life skills. The term of the grant is from July 1, 2011 through June 30, 2012.

The YESS-ILP program is supplemented by a SCC mini-grant, the Foster Youth Success Initiative (FYSI) for \$8,000. Attached is the grant contract and a detailed budget narrative explaining the costs associated with this program, the breakdown of the funds for both grants, as well as the in-kind match. The Solano Community College in-kind provides office space and classroom space valued at \$66,050.

Government Code: N/A Board Policy: 3520 Estimated Fiscal Impact: \$22,500
CEO 2011-12 Goals: Improve retention opportunities for students

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Erin Vines, Dean
Counseling & Special Services

PRESENTER'S NAME

4000 Suisun Valley Road, Fairfield, CA 94534

ADDRESS

(707) 864-7256

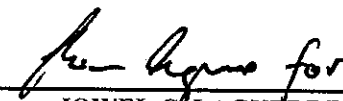
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

**YOUTH EMPOWERMENT STRATEGIES FOR SUCCESS - INDEPENDENT LIVING
PROGRAM**

GRANT AGREEMENT

**By and Between
Solano Community College District
and
Foundation for California Community Colleges**

This Grant Agreement ("Agreement") between the Solano Community College District ("District") and the Foundation for California Community Colleges, a California nonprofit 501(c)(3) corporation ("FCCC") is entered into this first day of July 2011 for the purpose of providing grant funding, fiscal management, and accountability for the Youth Empowerment Strategies for Success – Independent Living Program ("YESS-ILP") operated by District's Solano College.

This Agreement includes the following Exhibits:

- EXHIBIT A: Participating College's Core Roles and Responsibilities, and Campus Work Plan
- EXHIBIT B: Annual YESS-ILP Budget
- EXHIBIT C: Travel Reimbursement Rates and Conditions Meals and Incidentals
- EXHIBIT D: Confidentiality and Security Requirements for Vendors/Memoranda of Understanding Agreements, and Confidentiality Agreement

1. GRANT FUNDING

FCCC provides centralized fiscal and administrative services to community college districts with YESS-ILP funding as set forth in this Agreement. FCCC receives funding for YESS-ILP via an agreement with California Department of Social Services ("CDSS"). FCCC is the official auxiliary foundation for the California Community College system, recognized by the Board of Governors under the provision of the California Education Code §72670.5.

District agrees to perform all its duties as grantee and to comply with all county, state, and federal laws and regulations applicable to its YESS-ILP, including, but not limited to those identified in this Agreement.

2. DUTIES OF DISTRICT AS GRANTEE

District shall:

- 2.01 Complete the tasks and requirements described in Participating College's Core Roles and Responsibilities and Campus Work Plan, Exhibit A, attached hereto and incorporated by reference.

- 2.02 Ensure the appropriate stewardship of funds and adherence to county, state, and federal laws, guidelines and regulations for maintaining financial management expectations and procedures. This includes, but is not limited to, ensuring that expenditures are made pursuant to this Agreement which are in compliance and in conformity with the applicable provisions of the Office of Management and Budget (OMB) Circulars. District is responsible for obtaining the most recent version of all applicable OMB Circulars (costs, administration, and audits). OMB Circulars are available online at www.whitehouse.gov/omb/circulars.
- 2.03 Monitor the day-to-day operations of grant-supported activities to assure compliance with applicable county, federal, and state requirements and achievement of YESS-ILP policies, procedures, and objectives.
- 2.04 Collect, organize, and submit data on FCCC database system. Program must utilize this system that allows reporting, tracking, evaluating, and monitoring of program activities. FCCC will provide forms and database training on the process.
- 2.05 Adhere to established grievance procedures for the resolution of any disputes by a student participating in YESS-ILP.
- 2.06 Maintain Internet and e-mail capability.
- 2.07 Comply with all provisions of YESS-ILP design, operation, monitoring, and evaluation contained in the Grant Agreement ("Grant") between CDSS and FCCC. A copy of the Grant can be obtained by contacting the YESS-ILP Director at FCCC ("Director").
- 2.08 Comply with Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.); §§ 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 793 794); Title IX, Education Amendments of 1972 (20 U.S.C. 1618 et seq.); Chapter 4 (beginning with §30), Division 1, Title 5, California Code of Regulations; and § 613(a), Individuals with Disabilities Education Act of 1975, as amended.
- 2.09 Comply with all confidentiality provisions required by FCCC and/or CDSS via this Agreement as described in Confidentiality and Security Requirements for Vendor's/Memoranda of Understanding Agreements, Attachment D, attached hereto and incorporated by reference.

3. TERMS OF GRANT

- 3.01 The term of this Agreement shall be for a period of one (1) program year; beginning July 1, 2011 and through June 30, 2012. All performance under this Agreement shall be completed by June 30, 2012. In order to receive complete reimbursement under this Agreement, District shall ensure that FCCC has received Year End Report and Final Monthly Reimbursement Invoice no later than July 15, 2012. These documents shall be address to the Director:

Youth Empowerment Strategies for Success – ILP
 Foundation for California Community Colleges
 1102 Q Streets, Suite 3500
 Sacramento, CA 95811
 Attn: Colleen Ammerman

4. GRANT AMOUNT AND PAYMENTS

- 4.01 In consideration of satisfactory performance of services described in this Agreement and Exhibits, FCCC agrees to pay District a total amount not to exceed \$ 22,500.00, as set forth in Annual YESS-ILP Budget, Exhibit B, attached hereto and incorporated by reference.
- 4.02 Grant funds shall be expended only for items and amounts identified (e.g. College Reimbursements) as delivering service to YESS-ILP activities described in this Agreement.
- 4.03 Grant funds expended for the operation of this Agreement shall take place proportionately throughout the program year, and every monthly invoice shall only reflect costs incurred for the month of invoice, unless FCCC approves otherwise.
- 4.04 Payments shall be made as set forth below:
- a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC's receipt of the Monthly Reimbursement Invoice from District no later than the fifteenth (15th) day of the month following the invoiced month. Late invoices will be held over for payment in the following month.
 - b. Payments made to District as specified herein shall include all taxes of any description, federal, state, and municipal, assessed against District by reason of this Agreement.
 - c. Funds available under this Agreement that are not expended within the corresponding performance period (June 30, 2012) and invoiced by District within the corresponding invoicing guidelines (July 15, 2012) shall revert back to FCCC.
 - d. District may make changes in any individual line item in the budget, provided such changes in the aggregate as to any line item shall not exceed ten (10) percent of that budget category. Additional budget changes are allowable only with prior written approval of Director. FCCC reserves the right to review service levels and billing procedures as these impact charges against this Agreement.
- 4.05 District is required to provide FCCC a forecast of the current year's annual expenditures by December 1, 2011.

5. AGREEMENT REVISIONS AND LEVEL OF YESS-ILP STUDENT ENROLLMENT

- 5.01 Changes to this Agreement, District's performance objectives, work plan, budget, and student enrollment levels must receive prior written approval by Director.
- 5.02 District's Solano College is required to enroll and serve thirty-seven (37) youth in Life Skill Training classes and/or activities.

6. REPORTS

District (participating colleges with District) shall prepare the following reports (forms will be provided by Director), which must be received by FCCC by the specified dates. Failure to meet report deadlines may jeopardize funding.

District Reporting Responsibilities:

- 6.01 Quarterly Progress Reports: Submitted to FCCC on the fifteenth (15th) day following the quarter, using prescribed forms.
- 6.02 Monthly Reimbursement Invoices: Submitted to FCCC on the fifteenth (15th) day following the month in which the expenditures were incurred, using prescribed forms.
- 6.03 Final Monthly Reimbursement Invoice and Year End Report: Submitted to FCCC no later than July 15, 2012, using prescribed forms.

7. PROGRAM EVALUATION AND DATA COLLECTION

- 7.01 YESS-ILP Coordinators shall provide all data and reports which may be requested by FCCC, CDSS, and/or third party evaluators. All data is to be collected and stored in an automated data collection system provided by FCCC.

8. GRANT AUDIT AND RECORDKEEPING

- 8.01 District agrees to obtain a timely audit where required, in accordance with applicable audit guidelines. In the case of grants supported with federal funds, this shall include audit requirements of the applicable federal Office of Management and Budget (OMB) Circular.
- 8.02 The parties entering this Agreement and/or all subcontracts or sub-grants entered into pursuant to this Agreement shall be subject to the examination and audit by FCCC/CDSS, the Department of General Services, the Bureau of State Audits, or their designated representative. Said entities shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The District/College agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The District/College agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, District/College agrees to include a similar right of the state to audit records and interview staff in any subcontract related to performance of this Agreement.

9. TRAVEL

- 9.01 For travel necessary to the performance of this Agreement, travel expenses must adhere to state regulations, as described in Travel Reimbursement Rates and Conditions Meals and Incidentals (In-State/Out-of-State Travel), Exhibit C, attached hereto and incorporated by reference. Reimbursement shall be limited to the amount of the most cost-effective mode of travel.

10. AVAILABILITY OF YESS-ILP PROGRAM FUNDS

- 10.01 Grants which are funded in whole or in part by CDSS contain a thirty (30) day cancelation clause. In addition:
 - a. It is mutually understood and agreed between the parties that this Agreement may have been written before the appropriation of federal, state, and/or local funds, for the mutual

benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement was executed after that determination was made.

- b. It is mutually understood and agreed that this Agreement is valid and enforceable only if sufficient funds are made available to FCCC by CDSS for the applicable fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by CDSS that may affect the provisions, term or funding of this grant in any manner.
- c. It is mutually understood and agreed that if sufficient federal, state, and/or local funds are not appropriated for this program, FCCC shall have no liability to pay any funds whatsoever to District or to furnish any consideration under this Agreement, and District shall not be obligated to perform any provisions of the Agreement. Depending on whether funding is reduced or terminated, FCCC in its sole discretion, may either (a) terminate this Agreement without further liability to FCCC, or (b) propose an amendment to this Agreement for a reduced scope of services and/or at a lower price, which may be retroactive to the beginning of the term of this Agreement. Any such amendment shall require mutual agreement of the parties.
- d. District shall inform any subcontractors and/or sub-grantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. In addition, this Agreement is subject to any additional restrictions, funding restrictions, limitations, or conditions enacted in the state or federal budget, any amendments thereto, or in the laws and Executive Orders that may affect the provisions, terms or funding of this Agreement in any matter.
- f. In the event that federal, state, and/or local funds are sufficiently appropriated, but CDSS suspends payments to FCCC for the services performed under this Agreement for any reason, FCCC shall have the option to suspend performance of this Agreement and suspend payments to District until CDSS rescinds suspension.

11. INTELLECTUAL PROPERTY, INVENTIONS, AND NEW TECHNOLOGIES

- 11.01 Any ideas, concepts, know-how, or techniques relating to intellectual property and applied technologies, developed during the course of this Agreement by District, or jointly by District and FCCC, can be used by either party, during the grant period, in any way it may deem appropriate unless specified in writing.
- 11.02 All inventions, discoveries, or improvements of the intellectual property and applied technologies developed pursuant to this Agreement, shall be the property of FCCC. FCCC agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to District or any person, and further agrees that District or any such person may sub-license additional persons on the same royalty-free basis unless limitations are clearly negotiated prior to development.
- 11.03 This Agreement shall not preclude District from developing materials outside this grant that are competitive, irrespective of their similarity to materials which might be delivered to FCCC pursuant to this Agreement.

- 11.04 If this Agreement involves private sector participants, patent rights for subject inventions (if any) shall be defined in a private sector agreement between District institution and private sector participants. FCCC shall retain limited intellectual property rights. This limited right is a royalty-free, non-exclusive, non-transferable, irrevocable license, for governmental use of any knowledge, data, know-how, and materials (including devices and prototypes) conceived and first actually reduced to practice during the term of this Agreement.
- 11.05 District shall obtain these same rights for FCCC from all subcontractors and others who produce copyrightable material, intellectual property, and applied technologies under this Agreement. District shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors.
- 11.06 No subcontract shall be entered into without these rights being assured to FCCC from subcontractor.

12. PERSONAL AND REAL PROPERTY

- 12.01 Personal and real property procured with these funds will be used for the purpose of the Agreement and will remain the property of state. District will adhere to all property management procedures and property accountability requirements as published by state.

13. STANDARDS OF CONDUCT

District hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, for maintaining the integrity of the grant and avoiding any conflict of interest in its administration.

- 13.01 General Assurance: Every reasonable course of action will be taken by District in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable, or improper conduct. The grant will be administered in an impartial manner, free from personal, financial, or political gain. District, its executive staff, and employees, in administering the grant, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.
- 13.02 Conducting Business: No relative by blood, adoption, or marriage of any executive or employee of District will receive favorable treatment for enrollment in services provided by, or employment with District.
- 13.03 Executives and employees of District must be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the grant, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- 13.04 When it is in the public interest for District to conduct business with a friend or associate of an executive or employee of District, an elected official in the area, or a member of the district governing board, a permanent record of the transaction will be retained.
- 13.05 Avoidance of Conflict of Economic Interest: An executive or employee of District, an elected official in the area, or a member of the district governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act

reimbursed, in whole or part, by District or state. Supplies, materials, equipment, or services purchased with grant funds will be used solely for purposes allowed under this Agreement.

- 13.06 No member of the district governing board may cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

14. GENERAL TERMS AND CONDITIONS

- 14.01 Termination. Either party may terminate this Agreement by providing thirty (30) day written notice to the other, specifying the final date ("Termination Date") for services to be performed. Any termination of this Agreement will not relieve FCCC from its obligation to pay District (i) any amounts owing from any current or prior invoices, and (ii) the amounts for any services performed or out-of-pocket expenses incurred by District on behalf of FCCC for the time period up to and including Termination Date, any and all such amounts will be immediately due and payable to District on such Termination Date. In addition, FCCC shall reimburse District for any and all out-of-pocket expenses incurred during this time period. This Agreement shall become effective on the date shown on the first page and will continue in effect until Termination Date.
- 14.02 Assignment. This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this Agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this section will be void.
- 14.03 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any Exhibit, the terms contained in the Exhibits will control. This Agreement may be modified only by a written agreement dated subsequent to the effective date and signed by authorized representatives of each party.
- 14.04 Severability and Waiver. If this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable as to particular provisions, this Agreement will remain in full force and effect as to the remaining provisions. No verbal or implied waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions in this Agreement. Any waiver by either party must be in writing and delivered to the other party.
- 14.05 Notices. All notices that either party may give the other pursuant to this Agreement will be in writing and will be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, to the contacts set forth in this Agreement.
- 14.06 Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this Agreement shall be resolved in state or federal court in

Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

- 14.07 Indemnification. District/Grantee (“Indemnitor”) will indemnify, defend and hold FCCC, and its directors, officers, employees, agents, and representatives (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorney’s fees, resulting from, arising out of, or connected with (a) Indemnitor’s performance of services or other obligations under this Agreement, (b) the acts or omissions of Grantee, its officers, agents, employees, subcontractors, sub consultants, or any person or entity for whom Grantee is responsible (collectively, “Indemnitor”); (c) any breach by Indemnitor of this Agreement. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Indemnitor will cooperate in the defense, and upon request, furnish the Indemnitee with all related evidence in its control. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied indemnity.
- 14.08 Dispute Provisions. If District disputes a decision of FCCC regarding the performance of this Agreement or on other issues for which FCCC is authorized by this Agreement to make a binding decision, District shall provide written dispute notice to FCCC within fifteen (15) calendar days after the date of action. The written dispute notice shall contain the following information:
- a. the decision under dispute;
 - b. the reason(s) District believes the decision of FCCC to have been in error (if applicable, reference pertinent Agreement provisions);
 - c. identification of all documents and substance of all oral communication which support District’s position; and,
 - d. the dollar amount in dispute, if applicable.

Upon receipt of the written dispute notice, FCCC will examine the matter and issue a written decision to District within thirty (30) calendar days. The decision of FCCC shall contain the following information:

- a. a description of the dispute;
- b. a reference to pertinent contract provisions, if applicable;
- c. a statement of the factual areas of agreement or disagreement; and,
- d. a statement of the representative’s decision with supporting rationale.

The decision of the representative shall be final unless, within thirty (30) days from the date of receipt of the representative’s decision, District files with FCCC a notice of appeal addressed to:

Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811

Attn: Colleen Ammerman, YESS-ILP Director

Pending resolution of any dispute, District shall diligently continue all contract work and comply with all FCCC orders and directions.

- 14.09 Debarment and Suspension. For federally funded agreements, District as subcontractor, hereby certifies by signing this Agreement, that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this Agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. District also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).
- 14.10 Certification Regarding Lobbying. District agrees to comply with all applicable limitations on the use of Agreement funds to influence certain federal contracting and financial transactions as described in 31 USC §.1352.
- 14.11 Compliance with Civil Rights Law. District hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC §§ 2000(e)(1) to (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 14.12 District shall comply will all applicable provisions of the Federal Fair Labor Standards Act, and California State Labor Laws and shall indemnify, defend, and hold harmless FCCC and its agents, officers, and employees from any and all liability, including but not limited to, wages overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including but not limited to, the Federal Fair Labor Standards Act, for work performed by District's employees for which FCCC may be found jointly or solely liable.
- 14.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement.

15. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

- 15.01 District certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliations, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 15.02 District shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

Such action shall include but is not limited to employment, upgrading, demotion, transfer, recruitment or recruitments advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 15.03 District certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 15.04 District certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of, race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 15.05 District shall allow FCCC representatives access to District's employment records during regular business hours to verify compliance with the provisions of this section when so requested by FCCC.
- 15.06 If FCCC finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which FCCC may determine to terminate this Agreement. While FCCC reserves the right to determine independently that anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that District has violated federal or state anti-discrimination laws or regulations shall constitute a finding by FCCC that District has violated the anti-discrimination provisions of this Agreement.
- 15.07 The parties agree that in the event District violates any of the anti-discrimination provisions of the Agreement, FCCC shall, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code §1671 as liquidated damages in lieu of terminating or suspending this Agreement.

16. INSURANCE COVERAGE REQUIREMENTS

16.01 District and participating colleges with District shall purchase and maintain throughout the term of this Agreement evidence of the required insurance coverage set forth below. All insurances required to be carried pursuant to this Agreement shall be primary, and not contributory, to any insurance or self-insurance carried by FCCC or the State of California. District is required to provide to FCCC properly executed Certificate(s) of Insurance, via certificate of insurance, by July 15, 2011, including copies of additional insured endorsement adding "Foundation for California Community Colleges, its officers, directors, and employees" to the Commercial General Liability policy. Insurance coverage requirements include:

- a. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million

Each Occurrence: \$ 1 million

- b. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
- c. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the District is responsible. If the District's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which District is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$ 1 million
Disease – Policy Limit:	\$ 1 million
Disease – Each Employee	\$ 1 million

17. CONFIDENTIALITY REQUIREMENTS

- 17.01 District and its employees agree to comply with the confidentiality and security provisions set forth in Confidentiality and Security Requirements for Vendors/Memoranda of Understanding Agreements, Exhibit D, attached hereto and incorporated by reference. District also agrees that all of its employees or subcontractors, if any, with actual or potential access to CDSS confidential data shall read and sign the Confidentiality Agreement attached herein.

18. CRIMINAL CLEARANCE

- 18.01 For the safety and welfare of the children to be served under this Agreement, District agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers, or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in a confidential file of each such person.
- 18.02 District shall immediately notify FCCC of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to District.
- 18.03 District agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in California Health and Safety Code §11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the California Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

19. DISTRICT CONTACTS

19.01 Responsible Administrator (Appropriate Program Area):

Name: Erin Vin Title: Dean of Counseling + Special Services
Email: Erin.Vin@solano.edu Phone: (707) 864-7251 Fax: X

19.02 YESS-ILP Campus Coordinator:

Name: Yvonne M. Stamps Title: YESS COUNSELOR / COORDINATOR
Email: KAMBER.STA.MARTA@SOLANO.SD Phone: (707) 864-7000 Fax: X
⁴⁶⁹⁴

19.03 District Chief Business Officer

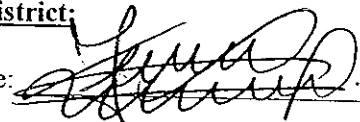
Name: Julian Lijoso Title: VP Finance
Email: Julian.Lijoso@solano.edu Phone: 707-864-7209 Fax: 707-646-2056

[Signature Page to Follow]

20. SIGNATURES

20.1 The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Agreement and commit their respective organizations to comply with them.

On behalf of the District:

Signature:  Date: 09-22-11

Name: Jewel C. Laguerre

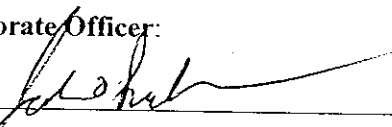
Title: Superintendent/President

District Tax ID Number: 37-1530205

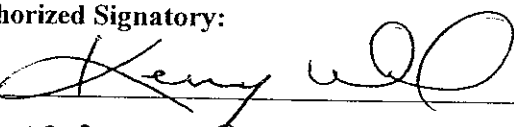
On behalf of FCCC:

Signature:  Date: 9/2/11
Hillary Gladden
Executive Director of Youth & Adult Services

FCCC Corporate Officer:

Signature:  Date: _____
Name: JOHN O'SULLIVAN
Title: INTERIM CHIEF FINANCIAL OFFICER

Other Authorized Signatory:

Signature:  Date: 9/12/11
Name: KERRY WOOD
Title: FCCC VICE PRESIDENT OF RESOURCE DEVELOPMENT

Please return one (1) of the two (2) Agreements with original signatures to:

Cynthia Park, Contract Specialist
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811

For information or assistance, please contact Colleen Ammerman at (916) 325-8572 or by e-mail: cammerman@foundation.org.

EXHIBIT A

Participating College's Core Roles and Responsibilities And Campus Work Plan

District/College agrees to provide the following services:

1. Work with, as appropriate, the local County Independent Living Program staff, adult caregivers, college ILP Advisory Boards, and other agencies that work with current and transitioned foster and probation youth, and community members to further the educational and employment training of foster, probation, and transitioned youth.
2. Complete a Training Plan for FY 2011-2012. The Training Plan will include the curricula and other materials to be used, and a description of the college's role in local collaboration activities as it relates to job readiness and maintenance, education and career preparation for current and transitioned foster and probation youth between the ages of 16 through 21.
3. Provide a minimum of forty eight (48) hours per year of financial literacy and life skills training to include job readiness and maintenance, college and career preparation, and alternative secondary education options to current and transitioned foster and probation youth ages 16 through 21. Training for youth will be available to adult care providers including foster parents, kinship caregivers, group home staff, foster family agencies, resource families, and other significant adults. Caregiver involvement will focus on transition preparation that promotes a youth's more successful transition to adulthood.
4. Provide an array of competency/experiential/skill-based educational training materials, at no charge to the participants, which include Internet-based and technology curricula in addition to other cost-effective materials. Examples of specific curricula include: *A Pocket Guide for Independent Living*; *The Real Games Curriculum*; *Financial First*; *Money Talks*; *Creative Wealth*; *Ready, Set, Fly! A Parent's Guide to Teaching Life Skills*. Other areas of training may include: The Ansell-Casey Life Skills Assessment, registration for WorkSource/OneStop Centers, completing job applications online, resource seeking through the Internet, financial literacy, and other relevant topics including the WIA 10 Core Elements.
5. Administer FCCC's Pre & Post Assessment which may include: The Ansell-Casey Life Skills Assessment, to eligible foster and probation youth participating in the YESS-ILP. Documentation and results will be reported to FCCC quarterly.
6. Provide life skills trainings and materials free of charge to eligible participants.
7. Provide quarterly and annual reports to FCCC based on YESS-ILP data. The reports will include information on the number of YESS-ILP classes provided, total number of hours of YESS-ILP program education, total number of youth and adult participants, and the results of the Pre & Post Assessment. In addition to required program reports, community college subcontractors will submit monthly fiscal reports that reflect the actual funds expended by the college YESS-ILP.
8. Host at least one (1) Speaker Bureau per academic semester using youth focused guidelines. Speaker Bureau nights may include but are not limited to; transition youth alumni events, youth presentations to local foster parent associations, and/or permanency events. Information

regarding Speaker Bureau activities will be submitted to the FCCC in the required quarterly reports.

9. Host one (1) Transitioned Youth Roundtable per college per year. Submit summary data to FCCC.
10. Provide technology activities such as teaching computer skills and locating Internet sites that promote self-sufficiency of foster youth. Collaborate with other FCCC programs to link foster youth with technology training and resources. In addition, current and transitioned foster and probation youth and their care providers will be made aware of other community college resources and services that are available.
11. Provide training and educational services on the college campus to current and transitioned foster and probation youth. These services shall include, but not be limited to, financial aid and scholarships, EOPS, ROP, certificate/vocational programs, job placement, career exploration, and computer labs.
12. A minimum of one (1) staff member from each college YESS-ILP is required to participate in the Youth and Adult Services annual training event.

Campus Work Plan

Action	Timeline	Person Responsible	Details
[REDACTED]			
Collaborate with on and off-campus partners.	ongoing	Kamber Sta. Maria	Meet periodically with stakeholders.
Indicate the primary contact for one-on-one interaction with youth.	ongoing	Kamber Sta. Maria	Counselor will be available to interact with students 3 days a week.
Provide financial literacy training to program participants, for a minimum of 12 hours per year.	Completed by 5-31-2012	Kamber Sta. Maria & SC25	Provide on campus workshops as well as collaborate with SC25 to enroll participants in their workshops.
Please identify experiential activities planned for the financial literacy module.	Completed by 5-31-2012	Kamber Sta. Maria & SC25	Students will participate in workshops and activities that will educate them in the following areas: Opening a checking/savings account; completing a rental application; research and visit a rental property; visit a bank; complete a credit check; and prepare a working budget.
Provide daily life skills training to program participants, for a minimum of 12 hours per year.	Completed by 5-31-2012	Kamber Sta. Maria & SC25	Provide on campus workshops as well as collaborate with SC25 to enroll participants in their workshops.
Please identify experiential activities planned for the daily living skills module.	Completed 5-31-2012	Kamber Sta. Maria & SC25	Students will participate in workshops and activities designed to provide them with a basic understanding in the following areas: Shopping and preparing nutritious meals; understanding the importance of preventative medical care, and basic health principles; making informed and educated decisions; accessing vital documents; and preparation for independent living.
Provide employment preparation training to program participants, for a minimum of 12 hours a year.	Completed 5-31-2012	Kamber Sta. Maria & SC25	Collaborate with SC25 to enroll students in workshops held throughout the year and provide on campus workshops.
Please identify experiential activities planned for the employment preparation and training module.	Completed by 5-31-2012	Kamber Sta. Maria & SC25	Students will participate in activities and workshops designed to help them enter the workforce, and maintain their position. Topics include: filling out an application; resume and cover letter writing; completing a job interview and an informational interview; registering with a 3 career websites; participation in a mock interview; and dressing for success.
Provide education-related training to program participants, for a minimum of 12 hours a year.	Completed by 5-31-2012	Kamber Sta. Maria & SC25	Provide on campus workshops as well as collaborate with SC25 to enroll participants in their workshops.


Please identify experiential activities planned for the education-related training module.	Completed by 5-31-2012	Kamber Sta. Maria & SC25	Students will participate in the following activities and workshops: setting a career goal; understanding their educational options; financial aid; study skills and academic success; utilizing support services; stress management; and self-care.
Host at least one youth roundtable per academic year.	Completed by 5-31-2012	Kamber Sta. Maria	Provide a platform for the youth to voice their thoughts and feelings.
Please identify specific training and /or activities that will involve both youth and caregivers.	Completed 5-31-2-12	Kamber Sta. Maria	Provide an event to welcome transitioning foster youth who are facing emancipation and educate the students and caregivers on their options and means of support.
			
Administer a pre and post assessment, and ensure that every youth has completed assessments for each module.	Beginning and end of each semester. (Fall & Spring)	Kamber Sta. Maria	
Enter pre and post data into YESS- ILP database.	Beginning and end of each semester. (Fall & Spring)	Kamber Sta. Maria	
Provide quarterly reports including the number of YESS-ILP: classes, training hours, participants, and pre and post assessment results.	Twice a semester. (Fall and Spring)	Kamber Sta. Maria	
Minimum of one staff person to participate in the foundations annual training event.	TBD	Kamber Sta. Maria	
Action	Timeline	Person Responsible	Details
Prepare the monthly fiscal reports that reflect the actual funds expended by the college YESS-ILP.	Due the 30 th of each month	Kamber Sta. Maria	
College Enrollment and Retention Data			
For colleges providing services to youth aged 18-21, please identify staff person and methodology for collecting the following data:	The end of each semester. (Fall & Spring)	Kamber Sta. Maria	During the post assessment interview the progress of each student will be noted.
Number of youth currently enrolled in college.	The end of each semester. (Fall & Spring)	Kamber Sta. Maria	All participants must be enrolled.
Number of youth who have completed one of more college courses.	The end of each semester. (Fall & Spring)	Kamber Sta. Maria	During the post assessment interview the progress of each student will be noted.
Number of youth who have earned a vocational certificate, two year degree, or transferred to a four year institution.	The end of each semester. (Fall & Spring)	Kamber Sta. Maria	During the post assessment interview the progress of each student will be noted.

Exhibit B
Annual YESS-ILP Budget

District Solano Community College

College Solano Community College

Program Title FYSI & YESS-ILP Program

Personnel Staff Expenses, list each position and title *

	Qty.	Annual Salary	Foundation for California Community Colleges Grant Award Funding	Campus/Partner Match Funding	Total Program Costs
Counselor/Coordinator	407 hours	\$ 64.71 per hour	\$ 19,801	\$	19,801
FYSI Grant				\$ 6,500	6,500
		Subtotal - Personnel	\$ 19,801	\$ 6,500	\$ 26,301

Personnel Fringe Benefits (includes FICA, Worker's Comp, Leave and other fringe, etc.)

Counselor/Coordinator			\$ 2,645	\$	2,645
		Subtotal - Benefits	\$ 2,645	\$	2,645

Staff Travel

			\$ -	\$ 55	\$ 55
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
		Subtotal - Staff Travel	\$ -	\$ 55	\$ 55

Cost to Campus per Module/Youth Skills Development Classes

			\$ -	\$ -	\$ -
		Subtotal - Modules/YSD Classes	\$ -	\$ -	\$ -

Curriculum/ Curriculum Services

Module curricula			\$ -	\$ -	\$ -
Duplicating/Printing			\$ -	\$ -	\$ -
		Subtotal - Curriculum/ Curriculum Services	\$ -	\$ -	\$ -

Supplies

Instructional supplies			\$ 53	\$	53
Non-instructional supplies (FYSI)			\$	1,500	1,500
		Subtotal - Supplies	\$ 53	\$ 1,500	\$ 1,553

Contracts and Consultant Services

none			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
		Subtotal - Contracts and Consultants	\$ -	\$ -	\$ -

Other Program Operating Costs (including space rental)

Classroom space			\$	37,050	\$ 37,050
Office space/ computer & phone services			\$	28,500	\$ 28,500
Professional Development - team building with agencies serving foster youth			\$		\$ -
		Costs	\$ -	\$ 65,550	\$ 65,550

TOTAL PROGRAM OPERATING BUDGET \$ 22,500 \$ 73,605 \$ 96,104

EXHIBIT C

**Travel Reimbursement Rates and Conditions
Meals and Incidentals**

Reimbursement for necessary travel expenses shall not exceed those applicable to excluded state employees under the current Department of Personnel Administration Regulation (DPA 599.619). No travel outside of the State of California shall be reimbursed unless there is prior written authorization from FCCC or CDSS.

The following reimbursement rates are maximums, not allowances. Employees may claim only their actual expense and must have receipts substantiating the amount claimed. Employees may not claim meals provided by the State, meals included in hotel expenses or conference fees.

Reimbursements shall not be made for expenses incurred within 50 miles of home or headquarters.

For each full 24-hour period of travel, employee may claim the following:

Breakfast	actual expense up to \$6
Lunch	actual expense up to \$10
Dinner	actual expense up to \$18
Incidentals	actual expense up to \$6

TRIPS OF 24 HOURS OR MORE:

For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

FIRST DAY OF TRAVEL	
Trip begins at or before 6 am	breakfast may be claimed
Trip begins at or before 11 am	lunch may be claimed
Trip begins at or before 5 pm	dinner may be claimed
CONTINUING AFTER 24 HOURS	
Trip ends at or after 8 am	breakfast may be claimed
Trip ends at or after 2 pm	lunch may be claimed
Trip ends at or after 7 pm	dinner may be claimed

TRIPS OF LESS THAN 24 HOURS:

For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

FRACTIONAL DAY OF TRAVEL	
Trip begins at or before 6 am and ends at or after 9 am	breakfast may be claimed
Trip begins at or before 4 pm and ends at or after 7 pm	dinner may be claimed
<i>Employees may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>	

MILEAGE REIMBURSEMENT RATE:

All privately owned vehicle mileage driven on State business is subject to advance approval by the appointing authority. The rate claimed shall be considered full reimbursement for all costs related to the operation and maintenance of the vehicle, including both liability and comprehensive insurance.

Automobile	51 Cents per Mile
Private Aircraft up	50 Cents per Mile
Bicycle up to	04 Cents per Mile

LODGING REIMBURSEMENT - SHORT-TERM TRAVEL:

Employees who incur overnight lodging expenses at a commercial lodging establishment catering to short-term travelers, such as a hotel, motel, bed and breakfast, public campground, etc. must provide a receipt to claim reimbursement. No reimbursement will be paid without a receipt. The rate of reimbursement is as follows:

All California counties not listed below	actual expense up to \$84 per night, plus tax
Los Angeles and San Diego counties	actual expense up to \$110 per night, plus tax
Alameda, San Francisco, Santa Clara, and San Mateo Counties	actual expense up to \$140 per night, plus tax

EXHIBIT D
Confidentiality and Security Requirements for
Vendors/Memoranda of Understanding Agreements

A. Confidentiality and Security Requirements

1. Contractor, and its employees, agrees to comply with CDSS/FCCC Confidentiality and Security Requirements as described herein.
2. The collection of personal information related to trainees by the Contractor shall be limited to, that is required to:
 - a. Verify attendance;
 - b. Analyze the effectiveness of training (as described in the State's IV-B Plan); and
 - c. Provide trainees the continuing education units (in accordance with the Board of Behavioral Sciences requirements).
3. The Contractor shall not disclose any personal information collected from the trainees to a third party without the prior written approval of CDSS/FCCC.

1. GENERAL REQUIREMENTS

These requirements provide a framework for maintaining the confidentiality and security of data compiled for the CDSS/FCCC. Definitions of commonly used terms relating to confidentiality and security of data are provided.

In addition to any other provisions, Contractors shall be responsible for maintaining the confidentiality and security of CDSS/FCCC confidential and sensitive data. No exceptions from these policies shall be permitted with the explicit, prior, written approval of CDSS/FCCC. All information regarding security requirements, as stated in this attachment, shall be enforced and implemented immediately upon effective date of this Agreement, and continue throughout the term of this Agreement.

2. DEFINITIONS

For the purposes of these requirements, the stated terms are defined as noted:

- A. Audit Trail:** Systems information identifying source/location of access, date and time, user-identification, targeted service and activity performed. The audit trail shall identify all accesses to the source file, success or failure of the access, the completion status of the access (e.g., failed or successful authentication; or user terminated) and the record and field modified.
- B. Confidential Data:** Information, the disclosure of which is restricted or prohibited by any provision of law. Some examples of "confidential information" include, but are not limited to, public social services client information described in California Welfare and Institutions Code §10850, and "personal information" about individuals as defined in California Civil Code §1798.3 of the Information

Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Confidential data include personal identifiers.

- C. **De-Identification:** Removal of personal identifiers. Examples of personal identifiers include name, social security numbers, driver's license numbers, and account numbers with access codes. Personal information does not include publicly available information that is lawfully made available to the general public. (See confidential and personal information.) **Information Assets:** Information assets include anything used to process or store information, including (but not limited to) records, files, networks, and databases; information technology facilities, equipment (including personal computer systems), and software (owned or leased).
- D. **Information Security Incidents:** Information security incidents include, but are not limited to, the following: any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of CDSS/FCCC information assets.
- E. **Risk:** The likelihood or probability that a loss of information assets or breach of security will occur.

3. DATA SECURITY

A. Access to CDSS/FCCC Data

- 1. Request and Re-disclosure: All Contractors seeking access to confidential CDSS/FCCC data files shall request access from the CDSS/FCCC. The Contractor shall not re-disclose or re-release CDSS/FCCC confidential data.
- 2. Referral for Request: The Contractor shall refer any persons not affiliated with the Contractor, nor included under this Agreement with CDSS/FCCC, to CDSS/FCCC to request access to confidential data.

B. Data Security Requirements

- 1. Contractor Responsibility: The Contractor and its subcontractors, if any, are responsible for security of the CDSS/FCCC confidential data.
- 2. Protection of Data: The Contractors and its subcontractors, if any, shall ensure that electronic media that contains confidential or sensitive data is protected.
- 3. General Requirements: The Contractor and its subcontractors, if any, shall:
 - a. Confirm the identity of any individual who has requested confidential or sensitive data.
 - b. When there is a business need to discuss confidential CDSS/FCCC information within the office, discuss the information in an enclosed room, if possible.
 - c. Not allow dial-up communication or Internet access to confidential data prior to de-identification of the data. Any use of dial-up or Internet

access after de-identification of the data shall include, but not be limited to the following protections: 1) auditing usage of dial-up communications and Internet access for security violations, 2) periodically changing dissemination of information. Refer to Information Security Incidents for notification required in response.

- d. Not use or store CDSS/FCCC confidential data on portable or wireless devices. For purpose of this requirement, portable devices include, without limitation, notebook computers, personal digital assistants, flash or jump drives, and wireless devices including cellular phones with data storage capability.

C. Data Transmission

1. General Requirement: The Contractor shall ensure the confidentiality of CDSS/FCCC data transmission.
2. Data transferred via tape, optical media, or cartridge: Confidential data that is transferred on cartridges, optical media or tapes shall be encrypted. The Contractor shall place the transferred data in separate files with identifiers and an index on one file. On another file, place the index and remaining data. These files shall be transported separately. Additionally, the tapes, optical media and cartridges shall be transferred by bonded mail service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
3. Data transferred electronically: All File Transport Protocol (FTP) accounts that transfer confidential data with personal identifiers shall be highly restricted in access by the Contractor. These accounts shall maintain an audit trail and are to be accessible to a limited number of, and/or subcontractor staff. No other accounts on Contractor's computers may have access to this account. The Contractor and/or subcontractor are to maintain a current listing of the personnel who have access to the FTP account. All CDSS confidential data transferred from or machines shall be encrypted. The Contractor may not transfer CDSS/FCCC confidential data via FTP without the approval of CDSS/FCCC.
4. Data transferred via paper copy: Paper copies of confidential data shall be mailed using a secure, bonded mail service, such as Federal Express or by registered U.S. Mail (i.e., accountable mail with restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.
5. Data transferred via fax: CDSS/FCCC confidential data may not be transmitted by fax. CDSS/FCCC non-confidential information may be transmitted by fax, provided that the Contractor confirms the recipient's fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if the Contractor's fax number changes, and maintains fax machines in a secure area.

4. PHYSICAL SECURITY

The Contractor shall provide for the management and control of physical access to information assets (including personal computer systems and computer terminals) used in performance with this Agreement, the prevention, detection, and suppression of fires, and the prevention, detection, and minimization of water damage. The physical security measures taken shall include, but not be limited to:

- A. Implementing security measures to physically protect data, systems and workstations from unauthorized access and malicious activity.
- B. Logging the identity of persons having access to restricted facilities and the date and time of access.
- C. Restricting the removal of CDSS/FCCC confidential data from the work station.
- D. Placement of devices used to access CDSS/FCCC confidential data in areas not open to the public. For purposes of this requirement, "devices" shall include, but not be limited to, dumb terminals, personal computers and printers.

5. STORAGE

CDSS/FCCC confidential data shall be stored in a place physically secure from access, use, modification, disclosure, or destruction by an unauthorized person. All media containing confidential information shall be stored in a secured area (a locked room or locked file cabinet). Keys to these locks shall be held by a limited number of Contractor organization personnel. Confidential information in electronic format, such as magnetic tapes or discs, shall be stored and processed in such a way that unauthorized person cannot retrieve the information by computer, remote terminal or other means.

6. NETWORK SECURITY REQUIREMENTS

The Contractor shall provide the following electronic access measures at a minimum:

- A. A notification at initial login that unauthorized access is prohibited by law.
- B. An audit trail.
- C. A method for verification of the identity of an individual accessing the system, such as user identification, PIN, fingerprint, voiceprint, retinal print, or other appropriate verification method.
- D. A limited access to data to those authorized employees of the Contractor who have a functional requirement to use the data.
- E. The revoking of access from a user after three unsuccessful access attempts.
- F. User access authentication shall be disabled (revoked) immediately upon termination of employment or after no more than 60 days of non-use.
- G. User verification which is unique to each individual and not assigned to groups or job location. These measures shall include, but not necessarily be limited to, the development of passwords and access controls to protect the security of data from any individual who is not authorized to access the data.
- H. An automated log-off or time-out from all networked systems that contain confidential CDSS/FCCC information when the user leaves the work area for a ten-minute period of time.

7. OWNERSHIP AND DESTRUCTION OF CONFIDENTIAL DATA

- A. Ownership and Return, or Destruction: All data used, compiled, developed, processed, stored, or created under this Agreement is the property of CDSS/FCCC. All such data shall either be returned to CDSS/FCCC in an agreed upon format within thirty (30) days of termination of the Agreement or destroyed. If the data is returned, the Contractor shall provide the CDSS/FCCC with the media and an inventory of the data and files returned.
- B. Method of Destruction: The Contractor shall destroy all confidential data not returned when the use of authorized ends in accordance with approved methods of confidential destruction (via shredding, burning, certified or witnessed destruction, or degaussing of magnetic media). All computer sets containing individual identifiers shall be destroyed. The Contractor shall use wipe software on all the hard drive surfaces of the computers used to process or store CDSS/FCCC confidential data when the computer is withdrawn from use in processing or storing such data. Destruction shall occur before the effective date of termination of this Agreement and a letter of confirmation shall be provided to FCCC detailing when, how, and what CDSS/FCCC data was destroyed.

8. CONTRACTOR STAFF

- A. Former Employees: The Contractor shall ensure that confidential data are not accessible to former employees of the Contractor.
- B. Employee Authorization: The Contractor shall maintain a record of the access authorization for each individual employee that has access to the confidential data. The Contractor's security systems administrator designated pursuant to this Agreement, shall maintain an appointment/separation checklist for each employee which documents how access authorization was modified when any employee terminates employment or changes duties.

9. INFORMATION SECURITY INCIDENTS

- A. Notification: The Contractor shall notify the FCCC or its designated agent of any actual or attempted information security incidents, as defined above, within twenty-four (24) hours of initial detection. Information security incidents shall be reported by telephone to:

Colleen Ammerman
Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
(916) 325-8572

- B. Cooperation: The Contractor shall cooperate in any investigations of information security incidents.
- C. Isolation of system or device: The system or device affected by an information security incident, and containing CDSS/FCCC confidential data, shall be

removed from operation immediately upon discovery of the security incident. It shall remain removed from operation until correction and mitigation measures have been applied. FCCC must be contacted prior to placing the systems or device, containing CDSS/FCCC confidential data, back in operation. The affected system or device containing CDSS/FCCC confidential data, shall not be returned to operation until CDSS/FCCC gives its approval.

10. CONFIDENTIALITY STATEMENTS

- A. Requirement: All staff of the Contractor with actual or potential access to CDSS/FCCC confidential data shall read and sign a Confidentiality Agreement.
- B. Supervisory Review: The supervisor of the employee shall review the signed Confidentiality Agreement with the employee and document this review.
- C. Submission: The signed original Confidentiality Agreement shall be submitted to the FCCC project representative. The Contractor shall notify FCCC immediately of the appointment or separation of an employee who has been authorized access to CDSS/FCCC confidential data.
- D. Annual Notification: The Contractor shall provide to FCCC, in June of each calendar year, a current list of authorized users and newly signed Confidentiality Agreements for all authorized users.

11. SECURITY SYSTEMS ADMINISTRATOR DUTIES

- A. Designation: The Contractor shall designate a single person as the authorized database user. The name of the individual so designated shall be supplied to FCCC.
- B. Employee Verification: The Contractor shall verify that the employee who performs the duties of the authorized database user is a trusted person who has demonstrated in past jobs a capability to perform in this role. Additionally, these security clearance procedures shall ascertain if the employee who performs the duties of security systems administrator has any past criminal or employment background which would call into question their ability to perform this role successfully.

12. RISK ANALYSIS/CONTINGENCY PLANS

- A. The Contractor shall carry out a risk analysis with sufficient regularity to identify and assess vulnerabilities associated with all information assets owned, maintained, or used by the or that are used to process or store CDSS/FCCC confidential data, and shall define a cost-effective approach to manage such risks. Specific risks that shall be addressed include, but are not limited to, those associated with accidental and deliberate acts on the part of employees and outsiders: fire, flooding, and electrical disturbances and loss of data communication capabilities. The Contractor shall advise the FCCC or its designated agent of any vulnerability that may present a threat to CDSS/FCCC confidential data and of the specific safeguards used for protecting the

CDSS/FCCC confidential data. The Contractor shall take the necessary steps to protect the CDSS/FCCC confidential data.

- B. Contingency plans shall be established and implemented in order to assure that operations can be back to normal in minimum time after natural or man-made disasters, unintentional accidents, or intentional acts such as sabotage. These plans shall include, but are not limited to, the regular back-up of automated files and databases, secure storage, recovery, and restarting planning procedures.

CONFIDENTIALITY AGREEMENT

I, KAMBER STAMARTIA an _____ employee of _____ hereby acknowledge that the California Department of Social Services (CDSS) public assistance records and documents are subject to strict confidentiality requirements imposed by state and federal law including California Welfare and Institutions Code §10850 California Penal Code §11167.5, 45 Code of Federal Regulations 205.50, and 1798.24 of the Civil Code relating to research.

I (initial) KMSM acknowledge that my supervisor, or the data librarian, has reviewed with me the appropriate provisions of both state and federal laws including the penalties for breaches of confidentiality.

I (initial) KMSM acknowledge that my supervisor, or the data librarian, has reviewed with me the confidentiality and security policies of the CDSS/FCCC.

I (initial) KMSM acknowledge that my supervisor, or the data librarian, has reviewed with me the policies of confidentiality and security of our organization.

I (initial) KMSM acknowledge that unauthorized use, dissemination, or distribution of CDSS/FCCC confidential information is a crime.

I (initial) KMSM hereby agree that I will not use, disseminate, or otherwise distribute confidential records or said documents or information either on paper or by electronic means other than in the performance of the specific research I am conducting.

I (initial) KMSM also agree that unauthorized use, dissemination, or distribution is grounds for immediate termination of my organization's /Memorandum of Understanding/Agreements with the CDSS/FCCC and may subject me to penalties both civil and criminal.

Kamber M Stamartia
Signed _____

9-21-11
Date

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **RENEWAL OF CONTRACT WITH STRATA
INFORMATION GROUP**

REQUESTED ACTION: APPROVAL

SUMMARY:

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

Renewal of this contract with SIG at this time will enable that resources can be made available as needed to assist District staff. An open purchase order for the amount of \$10,000 will be produced and used to obtain these services if and when they are needed. Having the contract ensures availability of resources and limits the amount of compensation to current rates with a modest \$5 per hour, per year, increase for the next two years.

Government Code: *N/A* Board Policy: *N/A* Estimated Fiscal Impact: \$ **\$10,000**
General Fund

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

James Ennis, Director
Technology and Support Services

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7104

TELEPHONE NUMBER

Information Systems

ORGANIZATION

November 4, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Amended Professional Services Agreement

Solano Community College District
And
Strata Information Group

Amendment No. 4

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

2. Compensation

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

4. Term

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

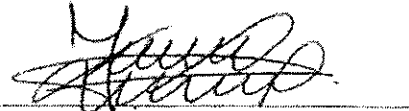
Replace the amended Exhibit A-2 with the attached Exhibit A-3 to the Agreement

THERE ARE NO OTHER CHANGES

The signatures below indicate approval of this Amendment.

For Solano Community College District:

For Strata Information Group:



Name: Jewel C. Laguerre

Henry A. Eimstad

Title: Superintendent-President President

Date: 12-16-10

Date: 11/29/10

**Professional Services Agreement
EXHIBIT A-3**

**Solano Community College District
Statement of Work
Banner® Services**

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

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

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

General Consulting and Support Services

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

SGHE Banner® Functional and Technical Services

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

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

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Gail Kropp	German Instructor School of Liberal Arts 36 years of service at SCC	5/23/12

Government Code: _____ *Board Policy:* 4240 *Estimated Fiscal Impact:* None

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Sandra Dillon, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122


TELEPHONE NUMBER

Administration

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 4, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: **Members of the Governing Board**

SUBJECT: **RESOLUTION HONORING BEVERLY PFEIFFER**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

Ms. Beverly Pfeiffer has served the Solano Community College District with distinction since July 30, 2001, when she began working as an Administrative Assistant I with the Solano College Small Business Development Center (SBDC).

Beverly retired from her current position as Administrative Assistant I with the SBDC on November 11, 2011 after ten plus years of faithful service to the District.

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

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> TABLE

J. Arturo Reyes, Executive Vice President
Academic and Student Affairs

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7102


TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 4, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD
RESOLUTION HONORING**

BEVERLY PFEIFFER

Whereas, Beverly Pfeiffer has served the Solano Community College District with distinction since July 30, 2001, when she began working as an Administrative Assistant I with the Solano College Small Business Development Center (SBDC);

Whereas, Beverly Pfeiffer has been instrumental in the success of the SBDC and success of the clients served by the Center. As the primary person coordinating all of the SBDC training, she has helped coordinate over 1,000 workshops and seminars;

Whereas, Beverly Pfeiffer assisted with numerous special events and programs, such as the Vallejo Excellence in Customer Service Seminar Series, the NxLevel Entrepreneurial Training Program, Business Expos, Lenders Fairs, and publishing an annual Business Resource Guide. In 2010, when the SBDC went through a reorganization, she took on the role of first point of contact with SBDC clients handling client screening and referrals to SBDC Business Advisors;

Whereas, Beverly Pfeiffer also worked closely with the staff of the Solano Economic Development Corporation (EDC), which the SBDC is co-located with to make it feel like the two organizations are part of one team working together to promote economic development in Solano County;

Whereas, Beverly Pfeiffer will retire from her current position as Administrative Assistant I with the Solano College Small Business Development Center, effective November 11, 2011; and

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

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

Passed and Adopted, This 16th day of November 2011, by the Governing Board of the Solano Community College District.

Denis Honeychurch, J.D., President

A. Marie Young, Vice President

Sarah E. Chapman

James M. Claffey

Pam Keith

Phil McCaffrey

Rosemary Thurston

Lexi Parmer, Student Trustee

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
AGREEMENT UTILIZING THE LEAGUE'S
REDISTRICTING PROGRAM
REQUESTED ACTION: APPROVAL

SUMMARY:

The Governing Board at their September 21, 2011, meeting approved an agreement between Solano Community College District (SCCD) and the Community College League of California (CCLC) utilizing the League's Redistricting Program in order to evaluate the needs of the District in regard to its Trustee election process.

At the meeting held October 5, 2011, staff from the CCLC, together with the consultant, gave a redistricting update. The Board members at the October 19, 2011, reviewed and discussed more in depth the maps and options available.

Messrs. Paul Mitchell and Chris Chaffee from Redistricting Partners will present map options regarding Trustee area lines. Feedback from the previous meetings has been incorporated into the maps being presented.

The Board will select and approve a final redistricting option.

Government Code: 53060 Board Policy 1008 Estimated Fiscal Impact: \$35,000 Total

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Jowel Laguerre, Ph.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

November 4, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: APPROVAL TO ENTER INTO AGREEMENT WITH FACILITIES MASTER PLANNING FIRM

REQUESTED ACTION: APPROVAL

SUMMARY:

As part of the College's long-range strategic planning process, on July 20, 2011, the Board approved a request to solicit proposals for a Facilities Master Plan. On October 19, 2011, the Board was provided a comprehensive overview and scope of the Facilities Master Plan by ARCHITECTURE/vbn, the recommended finalist.

After an extensive review process, Staff recommends the District engage the services of ARCHITECTURE/vbn for all aspects of Facilities Master Planning.

Board approval is requested to have VP Ligioso proceed with negotiating and executing an agreement.

<i>Government Code</i>	<i>Board Policy</i> 3020	<i>Estimated Fiscal Impact: \$400,000</i>
<i>To be paid out of Redevelopment Funds</i>		

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian I. Ligioso, Vice President
 Finance and Administration

PRESENTER'S NAME

400 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209

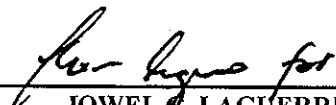
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

November 4, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SOLICIT REQUEST FOR PROPOSAL (RFP) FOR
A LEARNING MANAGEMENT SYSTEM (LMS) FOR
DISTANCE EDUCATION OFFERINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for a Request for Proposal (RFP) for a Learning Management System (LMS) for our Distance Education Program. The District is seeking proposals from highly-qualified companies interested in providing all management, systems, labor, and materials complete and necessary to successfully operate the Solano Community College Distance Learning Program in accordance with a contract created as a result of this (RFP) process. The Scope of Work for any contract resulting from this RFP shall contain, at minimum, all current best practices of the industry and commitment by the contractor to deploy the latest hardware and software technology.

Dr. Jeff Lamb, Dean of the School of Liberal Arts, will be available to answer any questions from the Board.

Government Code: Board Policy: Estimated Fiscal Impact: \$140K-\$310K savings

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Yulian Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7250


TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

November 4, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

November 4, 2011
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: AUTHORIZATION TO APPROVE AWARD OF
 CONTRACT FOR FINE ARTS BUILDING 1300
 ADDITION/REMODEL**

REQUESTED ACTION: APPROVAL

SUMMARY:

Bids were opened at 2:00 p.m., on Thursday, October 27, 2011, for the Fine Arts Building 1300 Addition/Remodel Project. Fifteen (15) Bids were submitted and Matrix Summary of the Bid results are attached. Within the 72-hour authorized Bid Protest period allowed by the Project Specifications, the two lowest bidders (American River Construction, Inc., and W.A. Thomas Inc.) submitted protests relating to the other's bids. Both firms were given an equal opportunity to respond to the other's protest allegations, and both responded by the deadline. All information was forwarded to legal counsel for analysis, discussion, and opinion.

Upon the advice of legal counsel, District staff is recommending that the Board award the contract for the Fine Arts Building 1300 Addition/Remodel Project to American River Construction, Inc.

Staff will be available to answer any questions by the Governing Board.

Government Code	Board Policy	Estimated Fiscal Impact	Measure G Funds
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

David Froehlich,
 Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176

TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

November 4, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

Project: SCCD - Bldg 1300 Addition/Remodel
 Meeting: Bid Opening
 Bid Date: 10/27/11
 Bid Time: 2:00:00 PM
 Bid Location: Bldg 1900
 Number of Addendum: 4



4000 Suisun Valley Road, Fairfield, California, 94534

Preliminary Result

Bidder	00 41 13 - Bid Form	00 43 13 - Bid Bond	00 43 36 - Subcontractor List	00 45 01 - Site Certification	00 45 19 - Non Collusion Affidavit	Addenda 1	Addenda 2	Addenda 3	Addenda 4	Base Bid
1 American River Construction	X	X	X	X	X	X	X	X	X	\$ 3,665,000.00
2 WA Thomas	X	X	X	X	X	X	X	X	X	\$ 3,835,000.00
3 Swank Construction	X	X	X	X	X	X	X	X	X	\$ 3,862,000.00
4 BRCO	X	X	X	X	X	X	X	X	X	\$ 3,879,000.00
5 DL Falk	X	X	X	X	X	X	X	X	X	\$ 3,889,000.00
6 Helmer & Sons Inc	X	X	X	X	X	X	X	X	X	\$ 3,911,000.00
7 Gonsalves & Stronk	X	X	X	X	X	X	X	X	X	\$ 3,945,000.00
8 Sausal Corp	X	X	X	X	X	X	X	X	X	\$ 4,028,200.00
9 Z-con Builders	X	X	X	X	X	X	X	X	X	\$ 4,148,000.00
10 Hometown Construction	X	X	X	X	X	X	X	X	X	\$ 4,164,000.00
11 Cal-Pacific	X	X	X	X	X	X	X	X	X	\$ 4,171,000.00
12 RE West	X	X	X	X	X	X	X	X	X	\$ 4,270,096.00
13 Clark and Sullivan	X	X	X	X	X	X	X	X	X	\$ 4,287,000.00
14 Midstate	X	X	X	X	X	X	X	X	X	\$ 4,399,000.00
15 Younger General Contractors	X	X	X	X	X	X	X	X	X	\$ 4,446,000.00

Engineers Estimate	\$ 4,138,625.00
Low Bid	\$ 3,665,000.00
Average Bid	\$ 4,059,953.07
Adjusted Average Bid (Drop High and Low Bids)	

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

TO: Members of the Governing Board

SUBJECT: RESOLUTION AUTHORIZING A CONTRACT FOR
 EMERGENCY GAS LEAK REPAIRS, RESOLUTION NO.
 11/12-08

REQUESTED ACTION: APPROVAL

SUMMARY:

On Monday, October 3, 2011, a heavy natural gas odor was reported near the back wall in the alley behind the swimming pool. The District Engineer checked it out with his hydrocarbon testing equipment and recorded readings consistent with a significant amount of gas in the adjacent soil and asphalt area. The gas was turned off at the main and PG&E notified. Their technician arrived, concurred with our readings and agreed with our decision to turn off the gas, but also reminded us that the leaking area was on our side of the meter and therefore our responsibility to fix.

More importantly, because of the potential for fire or explosion, but also because the campus was totally without gas service, a local engineering and plumbing firm, experienced and certified in natural gas work, was called to immediately begin excavation, find the leaks and do the repairs.

CONTINUED ON NEXT PAGE:

<i>Government Code</i>	<i>Board Policy</i>	<i>Estimated Fiscal Impact</i>	<i>Measure G Funds</i>
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

David Froehlich,
 Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176

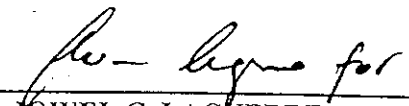
TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

November 4, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION AUTHORIZING A CONTRACT FOR
EMERGENCY GAS LEAK REPAIRS, RESOLUTION NO.
11/12-08

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

The digging began on October 4, 2011, and continued steadily for six weeks. As more of the 6" main and the 2" feeder were uncovered, the 40 year-old steel pipe was discovered to be even more deteriorated and leaking.

The decision was made to replace all of the 6" main and 2" feeder with new state-of-the-art heavy duty PVC gas line rather than attempt to cut and patch hundreds of feet of old steel pipe. Since originally all of the gas lines were planned to be replaced as a Bond Infrastructure Project, this work will be funded from Measure G.

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

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**AUTHORIZATION FOR EMERGENCY CONTRACT TO REPAIR
EMERGENCY GAS LEAK ON FAIRFIELD CAMPUS**

RESOLUTION NO. 11/12-08

WHEREAS, On October 3, 2011, a serious natural gas leak was discovered in the alley behind the swimming pool at or near the meter and the 6" lines running from the gas main to the boiler area ("Emergency Event");

WHEREAS, District staff, in order to prevent possible a fire and/or explosion, shut off the gas service to the entire Fairfield campus and immediately contacted an outside vendor to assist in the digging to locate the source of the leak ("Emergency Work");

WHEREAS, The Emergency Event constituted a sudden, unexpected occurrence that posed a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services of Solano Community College District ("District");

WHEREAS, California Public Contract Code ("PCC") Section 20654 provides that in an emergency when any repairs, alterations, work, or improvement is necessary to any facility of the College, or to permit the continuance of existing College classes, or to avoid danger to life or property, the Board may, by unanimous vote, make a contract in writing or otherwise on behalf of the District for the performance of labor and furnishing of materials or supplies for the purpose without advertising for or inviting bids;

WHEREAS, PCC Section 1102 defines an emergency as "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services"; and

WHEREAS, Immediate action must be taken by the District to enter into a contract with a contractor to perform the Emergency Work;

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**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**AUTHORIZATION FOR EMERGENCY CONTRACT TO REPAIR
EMERGENCY GAS LEAK ON FAIRFIELD CAMPUS**

RESOLUTION NO. 11/12-08

(Continuing – Page 2)

NOW THEREFORE, The Governing Board of the Solano Community College District hereby finds, determines, declares, orders, and resolves as follows:

1. That the above recitals are true and correct;
2. That the Emergency Event as described is an emergency as defined by applicable statute(s);
3. That there was an immediate need for a contractor to perform the Emergency Work to prevent or mitigate the loss or impairment of life, health, property, or essential public services of the District;
4. That the Board delegates and authorizes the District's Superintendent-President or designee to execute contracts or change orders, as appropriate and as necessary, with firms to perform the Emergency Work related to the Emergency Event without further advertising for or inviting of bids, and to take all steps and perform all actions necessary to execute and implement those contracts;

IN WITNESS WHEREOF, This resolution was approved and adopted by unanimous vote by the Board of Trustees of the Solano Community College District, County of Solano, State of California, this 16th day of November 2011, by the following vote:

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SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

AUTHORIZATION FOR EMERGENCY CONTRACT TO REPAIR
EMERGENCY GAS LEAK ON FAIRFIELD CAMPUS

RESOLUTION NO. 11/12-08

(Continuing – Page 3)

AYES: _____ BOARD MEMBERS:

NOES: _____ BOARD MEMBERS:

ABSTAIN: _____ BOARD MEMBERS:

ABSENT: _____ BOARD MEMBERS:

DENIS HONEYCHURCH, J.D.
BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D.
SECRETARY

Approved: _____
Jay Speck, Solano County Superintendent of Schools
Solano County Office of Education

Date: _____, 2011

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION PROCLAIMING DECEMBER 1, 2011 AS
WORLD AIDS DAY AT SOLANO COMMUNITY
COLLEGE, RESOLUTION NO. 11/12-09**

REQUESTED ACTION: APPROVAL

SUMMARY:

The global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS. The Joint United Nations Program on HIV/AIDS (UNAIDS) observes December 1 of each year as World AIDS Day, a day to expand and strengthen worldwide efforts to stop the spread of HIV/AIDS.

The UNAIDS estimates that over 34 million people worldwide are currently living with HIV/AIDS, including 2.5 million children at the end of 2010.

World AIDS Day provides an opportunity to focus local, national, and international attention on HIV infection and AIDS and to disseminate information on how to prevent the spread of HIV.

The Solano County 2011 World AIDS Day theme is *Getting to Zero: Zero new HIV infections, zero discrimination, and zero AIDS-related deaths.*

Government Code: Board Policy: Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mostafa Ghous, Director
Student Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7168

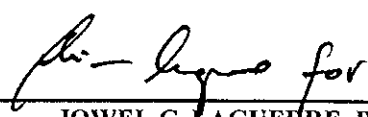
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 4, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

1 SOLANO COMMUNITY COLLEGE DISTRICT

2 GOVERNING BOARD

3 RESOLUTION DECLARING DECEMBER 1, 2011 AS WORLD AIDS DAY

4 RESOLUTION NO. 11/12/-09

5 WHEREAS, The global epidemic of HIV infection and AIDS requires a
6 worldwide effort to increase communication, education and united action to stop the
7 spread of HIV/AIDS;

8 WHEREAS, The Joint United Nations Program on HIV/AIDS (UNAIDS)
9 observes December 1 of each year as World AIDS Day, a day to expand and strengthen
10 worldwide efforts to stop the spread of HIV/AIDS;

11 WHEREAS, The UNAIDS estimates that over 34 million people worldwide are
12 currently living with HIV/AIDS including 2.5 million children at the end of 2010;

13 WHEREAS, The UNAIDS is encouraging a better understanding of the
14 challenge of HIV/AIDS nationally as it recognizes that the number of people diagnosed
15 with HIV and AIDS in the United States at 1.1 million people, 110,994 living with
16 AIDS in California, and 1,656 AIDS cases in Solano County with 792 deaths from
17 AIDS in Solano County by the end of 2010;

18 WHEREAS, World AIDS Day provides an opportunity to focus local, national
19 and international attention on HIV infection and AIDS and to disseminate information
20 on how to prevent the spread of HIV; and,

21 WHEREAS, the Solano County 2011 World AIDS Day theme is *Getting to*
22 *Zero: Zero new HIV infections, zero discrimination and zero AIDS-related*
23 *deaths* therefore be it

24 RESOLVED, That the Solano Community College District Governing Board
25 does hereby declare December 1, 2011, as World AIDS Day and urges all citizens to
26 take part in activities and observances designed to increase awareness and understanding
27 of HIV/AIDS as a global and local challenge, to take part in the HIV/AIDS prevention
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SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DECLARING DECEMBER 1, 2011 AS WORLD AIDS DAY

RESOLUTION NO. 11/12/-09

(Continuing – Page 2)

activities and programs, and to join the global effort to prevent the further spread of HIV/AIDS.

PASSED AND ADOPTED, This 16th day of November 2011, by the Governing Board of the Solano Community College District.

DENIS HONEYCHURCH, J.D., PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board
SUBJECT: PROPOSED NAMING OPPORTUNITY FOR THE FITNESS
RAMADA

REQUESTED ACTION: APPROVAL

SUMMARY:

Ms. Terri Pearson-Bloom, Interim Dean, School of Human Performance and Development, will present a proposal to name the Fitness Ramada in honor of Robert (Bob) L. Myers, former Dean of the School. Bob Myers has served the Solano Community College District with distinction since 1992 when he first became the Dean of Physical Education and Athletics Division. Bob Myers' support of SCC programs and activities has always been enthusiastic and dedicated to student success.

This naming opportunity is being proposed to honor the service of Robert L. Myers to Solano Community College, and in particular to recognize the monetary and in-kind gift donations he procured for the College through his fundraising efforts, as well as the vision he realized with improvements of athletics and wellness facilities through the passage and implementation of the Measure G Bond.

*Government Code: Board Policy: 1130 Estimated Fiscal Impact: Not to exceed \$1,000
Physical Education Trust Funds*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Terri Pearson-Bloom, Interim Dean
School of Human Performance and Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

November 4, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

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

TO: Members of the Governing Board

**SUBJECT: CONTRACT WITH CHILDREN'S NETWORK OF
SOLANO COUNTY**

REQUESTED ACTION: APPROVAL

SUMMARY:

Children's Network mission is to improve the lives of children in Solano County through education, advocacy, coordination of community services, and community-based collaborative.

The Children's Network's offers a Comprehensive Approach to Raising Educational Standards (CARES) as a Professional Development Program. The goal of the CARES program is to improve the quality of childcare and development services by increasing the educational levels and retention rates of the workforce.

The Children's Network requests that SCC offer specialized Early Childhood Education counseling for their clients. This contract asks for up to 150 hours at \$71.00 an hour, or \$10,650.00. This agreement will pay Solano College to allocate counseling time specifically for Children's Network of Solano County.

Government Code: N/A Board Policy: 3520 Estimated Fiscal Impact: \$10,650.00
CEO 2011-12 Goals: Improve retention opportunities for students

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Erin Vines, Dean
Counseling & Special Services

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-3382

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

November 4, 2011

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Children's Network *of Solano County*

This agreement is entered into as of December 1, 2011, by and between The Children's Network of Solano County, herein referred to as the "Agency" and Solano Community College, herein referred to as the "Independent Contractor".

Solano CARES Plus is funded by First 5 Solano and being implemented by the Agency. A component of this program reimburses Early Childhood Education and Child Development professionals for coursework completed leading to AA, BA and MA degrees.

I. Scope of Work

The Independent Contractor shall support implementation of the Solano CARES Plus program by hiring a General Education Counselor to support participants' pathways to degree completion and/or matriculation to a 4 year college. Specifically:

1. The counselor will be available to 75 CARES Plus participants for 2 hours each over the term of this contract.
2. The counselor will be available at mutually agreed upon times, to include:
 - a. Monday through Thursday at all 3 campuses of Solano Community College; Fairfield, Vacaville and Vallejo;
 - b. Late afternoon and evening hours to accommodate participant schedules, as they are working professionals.
 - c. Upon agreement as to location and time, a schedule of availability will be developed for use by Solano CARES Plus participants and Agency staff.
3. The counselor will be in close communication with Agency staff to ensure that individuals seeking counseling through this contract are participants in the CARES Plus program.
4. The counselor will maintain records of counseling sessions with eligible participants for assessment purposes by Solano CARES Plus staff and for billing documentation purposes.

II. Duration and Compensation

The scope of work will be accomplished by no later than June 30, 2012. Payment to the Independent Contractor will be at the rate of \$71.00 per hour, not to exceed 150 hours, or \$10,650.00 total. Funds will be paid to the Independent Contractor on a monthly basis upon submission of an itemized invoice listing participants served to the Agency.

III. Modification, Extension and Termination

This agreement may be modified only by a written amendment signed by both parties. Agency or the Independent Contractor may terminate this agreement, at any time, with good cause upon twenty (20) days written notice one to the other.

Following termination, the Independent Contractor shall be reimbursed for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this agreement.

IV. Indemnification

The Independent Contractor will indemnify, hold harmless and assume the defense of, the Agency, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the Independent Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, the Independent Contractor, excepting the sole negligence or willful misconduct of the Agency. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the Independent Contractor's services, as well as

during the progress of rendering such services. This indemnification clause shall apply to all damages or claims for damages suffered by the Independent Contractor's operations under this contract regardless if any insurance is applicable or not.

V. Confidentiality

The Independent Contractor will not at any time disclose or use, either during or subsequent to performance of the contract, any information, knowledge or data which was learned during the performance of the contract which is considered confidential by The Agency. Such information, knowledge or data may consist of the following which is by example only: accounting or financial data, salary data, marketing data, business plans and strategies, negotiations and contracts, customer or vendor lists and the identities of or personal information regarding any of the clients which Agency serves.

Further this agreement shall be binding upon the successors, heirs, assigns and personal representatives of the Independent Contractor, and shall be for the benefit of the successors and assigns of the Agency. In the event that a dispute arises concerning this agreement and a lawsuit is filed, the prevailing party shall be entitled to a reasonable attorney's fees and costs.

VI. Conflict of Interest

The Independent Contractor warrants that it or its employees or their immediate families have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this agreement. The Independent Contractor agrees that no person having any such interest shall be employed or retained by the Independent Contractor while rendering services under this agreement. Services rendered by the Independent Contractor's associates or employees shall not relieve the Independent Contractor from personal responsibility under this clause. This clause shall not be construed to limit in any way the Independent Contractor's right to engage in contract work for other organizations that will benefit the Agency.

In Witness whereof, the Agency and the Independent Contractor have executed this agreement as of the date first written above.

BY: _____ SSN/EIN: _____

Print name: _____

Address: _____

BY: _____

Agency Director

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN SOLANO COMMUNITY COLLEGE AND
CALBEE AMERICA, INC.

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and Calbee America, Inc., (hereinafter referred to as "Calbee") for special educational services is being presented to the Governing Board for approval.

An SCCD Contract Education will provide not-for-credit Nutrition and Cooking workshops for Calbee employees. The workshops will be two hours in length and offered for both day and evening shifts, for up to fifteen (15) employees per session. This contract is for three workshops delivered twice for a total of six workshops.

The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at Calbee. Classes will be held on dates and times to be determined by Calbee. Additional training will be scheduled as needed with an addendum to this contract.

CONTINUED ON NEXT PAGE:

*Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$3,000 revenue
CEO 2011-12 Goals: Lead the college to fiscal stability*

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Deborah Mann, Director
Workforce and Economic Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

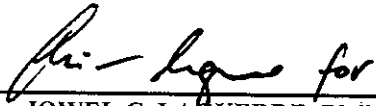
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

November 4, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: AGREEMENT FOR EDUCATIONAL SERVICES
BETWEEN SOLANO COMMUNITY COLLEGE AND
CALBEE AMERICA, INC.

REQUESTED ACTION: APPROVAL

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

Calbee will compensate the District for all services rendered and expenses at a rate of three thousand dollars (\$3,000). The cost is inclusive of all instruction and teaching/training materials, except for food, spices, etc., for cooking classes.

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

**SOLANO COMMUNITY COLLEGE DISTRICT
AGREEMENT FOR EDUCATIONAL SERVICES**

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **Calbee America, Inc.**, hereinafter referred to as "Calbee."

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide Nutrition and Cooking workshops for Calbee employees. Workshops will be 2 hours in length and offered for both day evening shifts, for up to 15 students per session. Calbee will select topics from a list developed by Calbee leadership and Solano Community College. This contract is for three workshops delivered twice each, for a total of six workshops.
- B. The District will develop, coordinate, deliver, and evaluate the training. Instruction/training will be delivered at Calbee. Classes will be held on dates and at times to be determined by Calbee. Additional training will be scheduled as needed with an addendum to this contract.
- C. Calbee will identify and select all employees who will participate in training.
- D. Calbee will compensate the District for all services rendered and expenses at a rate of three thousand dollars (\$3,000).The cost is inclusive of all instruction and teaching/ training materials, except for food, spices, etc. for cooking classes.
- E. Payments by Calbee to the District will be due upon receipt of invoice. An invoice will be generated after half of the instruction has been completed.
- F. This contract may be terminated by either party with notice of ten (10) business days.
- G. **IT IS MUTUALLY UNDERSTOOD** that Calbee and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Calbee and the District respectively.
- H. The District will indemnify, and hold harmless, in any actions of law or equity, Calbee, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Calbee. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

Masanori Yasunaga
President & CEO
Calbee America, Inc.
Fairfield, CA

Jowel C. Laguerre, Ph.D.
Superintendent-President
Solano Community College District
Fairfield, CA

Date _____

Date _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: **Members of the Governing Board**

SUBJECT: **ASSOCIATED STUDENTS OF SOLANO COLLEGE (ASSC)
2011-2012 BUDGET**

REQUESTED ACTION: **INFORMATION**

SUMMARY:

Governing Board Policy No. 5515, *Associated Students Finance*, specifies that the Associated Students of Solano College (ASSC) budget shall be adopted as provided for in the Constitution of the ASSC and shall be presented to the Governing Board for review and informational purposes. The funds of the ASSC shall be deposited, loaned, or invested in one or more of the ways authorized by law, and shall be subject to an annual audit.

The ASSC 2011/2012 budget will be presented by Mostafa Ghous, Director of Student Development.

Government Code ECS 76063-76065 Board Policy: 5515 Estimated Fiscal Impact: \$192,211 (ASSC)

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Mostafa Ghous
Director, Student Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7168


TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

November 4, 2011

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

November 4, 2011

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

THE ASSOCIATED STUDENTS OF SOLANO COLLEGE
Approved Budget Projections for the 2010-11 Academic Year

710-5030-????-696000		APPROVED BUDGET 2010-11	ACTUAL BUDGET 2010-11	APPROVED BUDGET 2011-12
Beginning adjusted balance				
		139,867	139,867	118,156
I. REVENUE				
	Income			
	8820 Contrib, Gifts, Grants & Endowments	1,500	863	1,500
	8820 Inactive Club Funds	0		0
	8820 Special Events Income	1,500		1,500
	8840 Sales & Commissions	16,000	13,013	15,000
	8840 Event Admission	1,500		1,500
	8840 Poster Income	0		0
	8840 Vending - Softdrinks	12,000		11,000
	8840 Vending - Video Games	0		0
	8840 Vending - Snacks	500		500
	8840 Vending - Vacaville Center	1,000		1,000
	8840 Vending - Vallejo Center	1,000		1,000
	8860 Interest/Savings	800	259	200
	8982 Bookstore Dividends	22,355	22,355	22,355
	8885 Other Student Fees (Student ID Cards)	15,000	13,580	14,000
	8899 Other Local	21,000	1,960	21,000
	8899 Vendor Income	1,000		1,000
	8899 Other Revenue/Pepsi	2,000		2,000
	8899 Other Revenue/Pepsi	18,000		18,000
	Total Income	76,655	52,030	74,055
	TOTAL REVENUE	216,522	191,897	192,211
II. EXPENSES				
	2000-3000 Student Salaries/Benefits	21,000	10,937	11,000
	4400 Instr'l Supplies & Materials	7,000	2,132	8,500
	4400 Instr'l Supplies - Food (Admin)	1,000		1,000
	4400 Instr'l Supplies - Food (Spons/Spec Events)	1,250		2,000
	4400 Instr'l Supplies - Food (EOY Awards/Banque	1,500		3,500
	4400 P.E. Awards & Banquets	3,250		2,000

			APPROVED BUDGET 2010-11	ACTUAL BUDGET 2010-11	APPROVED BUDGET 2011-12
	4500 Noninstruct Supplies & Materials		9,500	3,129	5,000
	4500 Office Supplies (Admin)		2,000		1,000
	4500 Office Supplies (Sponsored/Spec Events)		2,000		1,000
	4500 Office Supplies (ID Cards)		2,500		1,000
	4500 Office Supplies (Student Recruitment)		1,000		1,000
	4500 Office Supplies (Student Development)		2,000		1,000
	4600 Printing & Copying		1,000	0	300
	4600 Printing & Copying (Spons/Spec Events)		500		200
	4600 Copier Supplies		500		100
	5110 Personal Services/Consultants		2,000	2,200	2,200
	5210 Travel & Conference		26,000	4,363	14,500
	5210 Conference Reimbursement		15,000		9,500
	5210 Executive Board Travel		11,000		5,000
	5220 Mileage Reimbursement		500	63	300
	5300 Membership/Dues		500	325	500
	5610 Rentals/Leases (Copier)		750	0	100
	5620 Repair & Maintenance (ID Printer Warr)		2,500	2,482	2,500
	5740 Election Costs		700	0	200
	5795 Advertising (Donation Funds)		25,500	6,616	18,000
	5795 Inter-Club Council Apprec Lunch		500		500
	5795 Student Ambassador Program		5,000		5,000
	5795 General Donations		10,000		10,000
	5795 Capital Improvement Donations		10,000		2,500
	5799 Other Operational Costs		200	0	100
	6120 Site Improve - Campus Enrichment Plan		30,000	29,625	20,000
	6410 Office Equipment		1,000	0	1,000
	733501 Library Donation		5,000	5,000	5,000
	733502 Contribution to P.E. Gen Fund		1,500	1,500	1,500
	733502 Contribution to Athletic Training		1,000	1,000	1,000
	733503 Club Funds Assistance		8,000	2,993	3,000
	7520 Student Scholarships		2,500	500	2,500
	7520 SCC Scholarship Foundation -Endowment		500		500
	7520 ASSC Pepsi Scholarship		2,000		2,000
	7600 Other Student Aid		15,000	876	7,000

		APPROVED BUDGET 2010-11	ACTUAL BUDGET 2010-11	APPROVED BUDGET 2011-12
	7600 ASSC Emergency Book Loan - Vendor Incoi	5,000		2,300
	7600 ASSC Emergency Book Loan - Fin. Aid Boo	5,000		2,300
	7600 Students Helping Students Book Grants	5,000		2,400
	TOTAL EXPENDITURES	161,150	73,741	104,200
III. CONTINGENCY RESERVE				
	7900 Reserve for Contingency	55,372	118,156	88,011
	TOTAL BUDGET FUND	216,522	191,897	192,211

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

TO: Members of the Governing Board

SUBJECT: REJECTION OF BIDS FOR VALLEJO PARKING LOT EXPANSION PROJECT

REQUESTED ACTION: INFORMATION

SUMMARY:

At 2:00 p.m., on Friday, October 14, 2011, bids were opened for the Vallejo Parking Lot Expansion Project. Although over a dozen contractors attended the bid walk, only three bids were submitted:

Published Construction Target/Estimate	
Grade Tech, Inc.	\$ 658,841
O.C. Jones & Sons, Inc.	\$ 988,800
Hess Construction, Inc.	\$ 1,007,000
	\$ 1,063,500

The low bid was \$329,959 over our target figure/estimate. We believe that a combination of (1) high oil/asphalt prices, (2) short contract duration, (3) holiday period in the contract period, and (4) possible weather delay factors this time of year may have all contributed to the high bids.

After discussion of those factors, as well as calendar strategies, the decision was made to reject all bids and go back out in a more favorable bid climate in the spring. After reviewing and re-packaging, the project will be re-bid in March 2012 with the work to begin in mid-May.

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

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

David Froehlich,
 Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

(707) 864-7176


TELEPHONE NUMBER

Maintenance and Operations

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**


 JOWEL C. LA GUERRE, Ph.D.
 Superintendent-President

November 4, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: ANNUAL FINANCIAL REPORT – CCFS-311 FOR FISCAL YEAR 2011-12

REQUESTED ACTION: INFORMATION

SUMMARY:

Yulian Ligioso, Vice President of Finance and Administration, will present the 2010-11 Annual Financial and Budget Report–CCFS-311. The report has been filed as required with the California Community Colleges Chancellor’s Office.

A copy of the report is available for review in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and on the Solano College Web site at <http://www.solano.edu/administration/fiscal.html>.

<i>Government Code:</i>	<i>Board Policy: 3020</i>	<i>Estimated Fiscal Impact: \$ N/A</i>
<i>California Code of Regulations (CCR) 58305(d)</i>		

SUPERINTENDENT’S RECOMMENDATION:

<input type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
<input checked="" type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Yulian Ligioso, Vice President
 Finance and Administration

PRESENTER’S NAME

4000 Suisun Valley Road
 Fairfield, CA 94534

ADDRESS

707-864-7209


TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

November 4, 2011

**DATE SUBMITTED TO
 SUPERINTENDENT-PRESIDENT**



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

November 4, 2011

**DATE APPROVED BY
 SUPERINTENDENT-PRESIDENT**

California Community Colleges

ANNUAL FINANCIAL AND BUDGET REPORT
(Financial Report for Fiscal Year 2010-2011)
(Budget Report for Fiscal Year 2011-2012)

District: SOLANO

District Code: 280

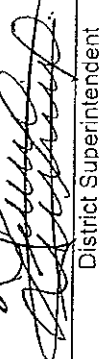
This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.



District Chief Business Officer

10/25/11

Date



District Superintendent

10/25/11

Date

Contact: Yulian Ligioso

(707) 864-7209

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2011. Please submit the report to :

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814-6511

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

TO: Members of the Governing Board

**SUBJECT: CCFS-311Q FINANCIAL REPORT, FIRST QUARTER,
FY 2011-2012**

REQUESTED ACTION: INFORMATION

SUMMARY:

AB 2910, Chapter 1486, Statutes of 1986 requires California community college districts to report quarterly on its financial condition. The CCFS-311Q quarterly financial report for the first quarter of FY 2011-2012 is attached for the Board's review and information.

Government Code: N/A Board Policy: N/A Estimated Fiscal Impact: \$ N/A
California Code of Regulations (CCR) 58305(d)

SUPERINTENDENT'S RECOMMENDATION: APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE


Yulian Ligioso
Finance and Administration
PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534
ADDRESS

707-864-7209
TELEPHONE NUMBER

Finance & Administration
ORGANIZATION

November 4, 2011
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

November 4, 2011
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

California Community Colleges
 Quarterly Financial Status Report, CCFS-311Q

Board Meeting Date: Nov. 16, 2011

District: 280 Solano Community College District

Quarter Ending Date: Sept. 30, 2011

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2008-09	Actual 2009-10	Actual 2010-11	Projected 2011-12
I. Unrestricted General Fund Revenues and Expenditures:					
Revenues:					
A.					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	50,379,704	49,621,228	51,482,327	46,376,146
A.2	Other Financial Sources (Object 8900)	(98,637)	12,500	17,825	
A.3	Total Unrestricted Revenue (A.1 + A.2)	50,281,067	49,633,728	51,500,152	46,376,146
Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	51,089,894	51,585,037	48,735,784	47,839,383
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	220	69,914	375,461	
B.3	Total Unrestricted Expenditures (B.1 + B.3)	51,090,114	51,654,951	49,111,245	47,839,383
C.	Revenues Over (Under) Expenditures (A.3 - B.3)	(809,047)	(2,021,223)	2,388,907	(1,463,237)
D.	Fund Balance, Beginning	5,504,083	3,419,596	3,207,000	5,713,219
D.1	Prior Year Adjustments + (-)	(1,275,440)	1,808,627	117,312	
D.2	Adjusted Fund Balance, Beginning (D + D.1)	4,228,643	5,228,223	3,324,312	5,713,219
E.	Fund Balance, Ending (C + D.2)	3,419,596	3,207,000	5,713,219	4,249,982
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	6.7%	6.2%	11.6%	8.9%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	9,369	9,620	9,393	9,200
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III. Total General Fund Cash (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2008-09	2009-10	2010-11	2011-12
H.1	Cash, excluding borrowed funds	(310,096)	(8,499,000)	3,433,648
H.2	Cash, borrowed funds only	1,900,000	5,000,000	
H.3	Total Cash (H.1 + H.2)	0	1,589,904	(3,499,000)

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
IV. Unrestricted General Fund Revenues and Expenditures: 2008-09 Budget to Year-to-Date Actuals					
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,376,146	46,376,146	9,522,410	20.5%
I.2	Other Financial Sources (Object 8900)				
I.3	Total Unrestricted Revenue (I.1 + I.2)	46,376,146	46,376,146	9,522,410	20.5%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	47,839,383	47,839,383	12,276,292	25.7%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)		0		
J.3	Total Unrestricted Expenditures (J.1 + J.3)	47,839,383	47,839,383	12,276,292	25.7%
K.	Revenues Over (Under) Expenditures (I.3 - J.3)	(1,463,237)	(1,463,237)	(2,753,882)	
L.	Adjusted Fund Balance, Beginning	5,788,325	5,713,219	5,713,219	
L.1	Fund Balance, Ending	4,325,088	4,249,982	2,959,337	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	9.0%	8.9%		

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

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:						
Year 1: 2011-12	-202,000	-4.1%			-346,000	-3.7%
Year 2:						
Year 3:						
b. BENEFITS:						
Year 1:						
Year 2:						
Year 3:						

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.
The above noted employee contract settlements were temporary one year concessions received from both the administrative leadership group and the CSEA.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

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

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

This year? **YES**
Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

Based on the 2011-12 state budget, Solano College apportionment revenues are expected to further decline between \$2.6 to \$3.5 million, depending on the extent of state revenues realized. To that end Solano College is moving forward with a budget which includes the higher revenue base estimate, further adjusted by a deficit factor. Corresponding expenditure cuts were carried through from the prior year, including even greater curtailment of class offerings, filling vacancies only on an as need basis, and additionally seeking concessions from our bargaining units. These steps will ultimately impact quality and quantity of service delivery. As increased state deficits continue to affect the institution's cash flow and the district will again need to adjust borrowing arrangements with both the Solano County as well as consider a 10-year TRAN.