The Solano County Board of Education met in regular session on Wednesday, November 9, 2011, at 5100 Business Center Drive in Fairfield, California.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE TO THE FLAG
Board President Larry Asera, Trustee Area 5, called the meeting to order at 6:00 PM and led those present in the Pledge of Allegiance to the flag.

II. ROLL CALL
Members Present
Larry Asera, President
Rozzana Verder-Aliga, Ed.D., Vice President
Mayrene Bates
Michelle Coleman
Doug Ford
John Galvan
Raymond Silva

It was noted that a quorum was present, and Lettie Allen, Associate Superintendent of Administrative Services and Operations, was Acting Secretary to the Board in the absence of County Superintendent of Schools Jay Speck.

Others Present:
County Superintendent of Schools Office –
Lisette Estrella-Henderson  Laryn Bishop  Gillie Miller
Janet Harden  Alton Gay  Darlene Perez
Carolyn Cotton, Wednesday Club
Bruce Joffe, GIS Consultants
Other members of the community

III. APPROVAL AND ADOPTION OF AGENDA
Motion was made by Mr. Silva, seconded by Dr. Verder-Aliga, and unanimously carried by a vote of those present to approve and adopt the agenda as presented.

IV. CONSENT ITEMS
Motion was made by Mr. Ford, seconded by Mrs. Coleman, and unanimously carried by a roll call vote of those present to approve the items on the consent calendar consisting of the following.

(a) Minutes of the regular meetings held on September 14 and October 12, 2011
(b) 2011-12 Budget Revision 3 (Attachment A)
(c) Resolution No. B11-12-10 commemorating National Native American Heritage Month (Attachment B)
(d) Resolution No. B11-12-11 observing California Runaway and Homeless Youth Awareness Month (Attachment C)
(e) Resolution No. B11-12-12 celebrating American Education Week/National Education Support Professionals’ Day (Attachment D)
(f) Resolution No. B11-12-13 honoring the Day of the Special Educator (Attachment E)
V. CORRESPONDENCE

Mrs. Allen informed the Board of three items of correspondence: (1) Under the previous agenda item approved by the Board, a donation of $13,000 was received from the Bill’s Kids Foundation for a new play structure at the Irene Larsen Center. There were articles about this very generous gift in the newspaper and Pipeline employee newsletter; (2) The State Superintendent of Public Instruction Tom Torlakson published a press release naming those educators chosen to represent the State as California Teachers of the Year. Solano County’s Teacher of the Year Shari Herout, who teaches kindergarten at Foxboro Elementary School in the Travis Unified School District, has been selected as one of the five to represent California in the coming year; and (3) The Board nominated Assemblywoman Mariko Yamada for 2011 Outstanding Legislator of the Year, but the California School Boards Association (CSBA) has announced that the organization has decided not to award the title this year.

VI. APPEAL HEARINGS REGARDING INTERDISTRICT ATTENDANCE REQUESTS

The Solano County Board of Education was scheduled to hear two interdistrict attendance appeals. Both students reside in the Vallejo City Unified School District (VCUSD), but each wanted to attend school in another district.

Mr. Asera called the hearings to order at 6:07 PM. Lisette Estrella-Henderson, Associate Superintendent of Student Programs and Educational Services, announced that both cases had been approved upon appeal to the VCUSD governing board, the parents of the appellants had withdrawn their SCOE appeals, and the matters were considered resolved at the district level. The hearings were closed at 6:08 PM, and no further discussion or action was required.

VII. SUPERINTENDENT’S REPORT

(a) Homeless Youth Program Update and Partner Recognition

Mrs. Estrella-Henderson provided an update on SCOE’s Homeless Youth Educational Services Program and recognized the Wednesday Club, one of our honored community partners that works to improve the lives of homeless students. Carolyn Cotton was present representing the Wednesday Club, which is celebrating its 100th anniversary this year. She was presented with the Anchoring Our Students Award for the Club’s dedication to serving our students and helping SCOE to better serve them. Ms. Cotton said the Club only supports programs that the members believe in, and the good work that SCOE does makes them want to help.

Mrs. Estrella-Henderson stated that she was presenting information on behalf of Becky Cruz, Program Manager and Educational Liaison, who was unable to attend the Board meeting. She added that Mrs. Cruz and people like her have helped make the Homeless Youth Program a success. She distributed bracelets and lapel pins in observance of November being California Runaway and Homeless Youth Awareness Month, and she provided information regarding the first Anchoring Our Students Conference being held on November 18, 2011, at SCOE in support of families and children experiencing temporary housing. Conference participants have been asked to bring donations for hygiene kits that will be given to homeless youth, and she distributed a list of needed items.

Mrs. Estrella-Henderson also thanked the Board for its earlier adoption of Resolution No. B11-12-11 recognizing November as California Runaway and Homeless Youth Awareness Month. In her PowerPoint presentation, she explained that the McKinney-Vento Homeless Assistance Act ensures educational rights and protections for children and youth experiencing homelessness. This legislation is the basis of the supportive services SCOE provides to these youth including immediate enrollment in school regardless of living situation, assistance with school services to maintain educational stability, opportunities for academic success, help obtaining immunizations and medical records,
transportation from current residence to school, etc. Our partnering agencies, such as the Wednesday Club, Solano County Health and Social Services, Genentech, Valero, and others, play a big role in how we are able to support these students.

Last year, we began the Heart Collaborative with the goal of empowering youth through education and awareness. Activities focused on creating partnerships, sharing resources and best practices, assessing the needs of our homeless youth, implemented a Stuff the Bus Campaign to collect needed backpacks and school supplies for these youth, raising community awareness, providing tutoring, and offering training for districts and parents. There were 606 students identified as homeless in 2010-11, but there are likely others who have not self-identified due to stigmas attached to homelessness. Outreach efforts are being accelerated and include development of a Spanish version of the DVD Mrs. Cruz showed the Board last year featuring the success story of a local formerly homeless girl. Mrs. Estrella-Henderson would be pleased to provide a copy of the DVD to any Board member who would like to share it with community groups.

Mrs. Estrella-Henderson pointed out the sample report card of one homeless student who is receiving services from SCOE and its partners. The student received one B, and the rest were A’s. Also important was that the student had no missing assignments, which is an unusual feat for a student experiencing home displacement.

Mrs. Coleman inquired about the methods of identifying homeless youth. Mrs. Estrella-Henderson said students may be identified through homeless shelters, questionnaires during school enrollment, truancy prevention efforts at school sites, School Attendance Review Boards (SARB), and other ways.

Mr. Asera asked how differentiation is made between homeless and runaway youth because the statistics presented show that certain districts appear to have a lot more homeless students. He wondered if some districts have more effective ways of identifying these students. Mrs. Estrella-Henderson replied that the term “homeless” is very broad, and there are 14 categories that fall under that heading such as a youth in transitional housing due to economic need, living in substandard housing or campsites, unaccompanied youth, or living in multiple family dwellings not by choice or culture. There are many more families experiencing homelessness these days than ever before due to the economy, and some do not self-identify because they are living with relatives or friends and do not consider themselves as homeless even if their situation is temporary. Solano County has one of the highest numbers of foreclosures, and the definition of poverty has changed to encompass more people into that category.

(b) Trustee Area Redistricting

Due to technical difficulties, this item was moved to later in the meeting; see below, following item (f).

(c) California Department of Education (CDE) Career Technical Education (CTE) Middle School Grant

Gillie Miller, Manager of CTE/Workforce Development, presented a PowerPoint containing information about the 2011-12 CDE CTE Middle School Grant aimed at providing work based learning opportunities for students in the areas of robotics and biotechnology. The grant is a partnership with the Vacaville and Fairfield-Suisun Unified School Districts.

The transition from middle to high school is critical with 8th-9th grade being a time when many dropouts occur. To combat that, Mrs. Miller distributed brochures about Explore It Career Clubs in which students participate in hands-on activities such as the Build a Bridge competition, after school robotics clubs, a Science Olympiad, “day in the life” guest speakers, and fieldtrips to high school and college campuses to increase students’ comfort level in these environments in hope of making it a smoother transition. Students are mentored and work with counselors to begin developing a four-year education plan and ensure they take the proper classes as freshmen.
After the first of the year, Explore It Career Clubs will also include biotechnology and other sciences in addition to participation in more competitive contests. Mrs. Miller invited the Board members to contact her to set up visits to these programs.

Janet Harden, Assistant Superintendent of Human Resources and Workforce Development, said this grant is a good fit with SCOE’s existing youth development programs. Of the 200 grant applicants, 12 proposals were funded, and 3 of those were in Solano County. In addition to SCOE, the Mare Island Technology Academy (MIT) and Vallejo City USD (VCUSD) also received grants. Feedback to date from teachers and principals at the middle schools has been very positive. They are excited about the Career Clubs but did not think their students would have these kinds of opportunities due to budget cuts. She complimented Mrs. Miller for working hard to make this possible. CDE is monitoring the grant recipients and using our experiences to write legislation for more middle school activities.

Mr. Asera commented that the Board has always been a strong supporter of career technical education because these students will be our future engineers and biotechnologists. Mrs. Miller concurred stating that the grant helps link CTE with the academies currently offered at many local high schools. Although SCOE and VCUSD each have their own grant, we are working with the district, sharing resources, and running parallel programs. Now students can reap the benefits of the academies during school and the Career Clubs after school.

(d) Annual Williams Lawsuit Settlement Report

Mrs. Estrella-Henderson reported on the compliance status of identified school sites for the 2011-12 academic year. Visits to 16 schools in 3 districts, identified as Williams Lawsuit schools by their scores on 2009 Academic Performance Index (API), are mandated by Education Code and must be completed annually within the first four weeks of school.

The purpose of each visit is to ensure students have sufficient instructional materials, safe and clean facilities, and appropriately credentialed teachers. A copy of the letter previously e-mailed to the Board members contained charts showing which schools were visited. All schools passed their inspections.

Following her PowerPoint presentation, Mrs. Estrella-Henderson stated that, by law, this information has already been presented to the Board of Supervisors and will be presented to the applicable districts over the next few weeks.

(e) Human Resources Report

Mrs. Allen stated that Janet Harden, Assistant Superintendent of Human Resources and Workforce Development, was feeling under the weather, but there were no routine personnel matters to report.

(f) Financial Report

Mrs. Allen presented the financial report for September 2011-12. In the past month, we have received only about $7 million but had expenditures of about $12 million. She said that SCOE is fortunate to have a healthy fund balance and cash balance because it carries us through these times when money is deferred by the State causing it to be spent faster than it is received. The Solano County Treasurer's office also works with us when a tax advance is needed.

(b) Trustee Area Redistricting (item delayed due to technical difficulties; see note above)

Education Code requires that county board trustee areas must be analyzed following each decennial census and realigned, if necessary, to account for population shifts. Bruce Joffe, GISP and Principal of GIS Consultants, is very familiar with Solano County’s boundaries as well as those of our school districts and the Board’s trustee areas because his organization helped the Board with its redistricting ten years ago after the 2000 Census.

Copies of current and proposed trustee areas were distributed along with demographic information used to prepare the proposal, and Mr. Joffe explained the data evaluation process. Due to growth in
some areas more than others and the county's census block changes, the analysis revealed that adjustments were needed to the Board's trustee areas. He described the criteria used to balance the total population in each area as closely as possible while aiming to align trustee area boundaries with existing census blocks or other easily identifiable features such as roads, city boundaries, canals, etc., and attempting to keep changes as minimal as possible. It was also imperative to retain voter choice by ensuring the currently serving Board members remained in the area in which they were elected.

Mr. Joffe distributed matrixes showing the present population of each trustee area, the proposed figures, and the deviation to the desired average number of residents. Under the proposal, the population is equalized to within point six percent (.6%); the allowable deviation is up to 10%. He stated that a change to one trustee area will cause a change to another area with regard to population numbers, but modern GIS software will make changes to the map much easier than in prior years.

Mr. Joffe pointed out areas with the most significant updates, and the Board members, having reviewed the information in advance, asked questions specific to their areas. Mr. Galvan requested a slight boundary change near Lake Herman Road that was proposed to become a part of Area 5. Since this small portion of land has little population but is within the sphere of influence of the City of Benicia and the Benicia USD, Mr. Galvan felt it made sense to keep it in Area 3. None of the other Board members objected, so Mr. Joffe will make that change to the map and narrative area descriptions.

There being no further revisions requested, Mrs. Allen stated that this item will be brought back for action at the Board’s regular meeting in December. Upon approval, the Board will then need to hold a separate meeting in its role as the County Committee for final approval of the redistricting before it can move forward to the state level. Legal counsel has informed us that a public hearing is not required to adopt the new trustee area boundaries, although the meeting itself is public, and members of the community may comment on the matter as is the case with all of the Board's and Committee’s meetings.

(g) Temporary Certificates

Temporary certificates for credential applicants approved by the County Superintendent were noted. (Attachment G)

(h) Meetings/Special Dates

The Board’s activity calendars for November and December, as well as flyers and invitations to upcoming events, were e-mailed to the members. Unless stated otherwise, Board members who wish to participate in any of the following activities are encouraged to provide a timely RSVP to Monica Ross, Executive Assistant (399-4403 or mross@solanocoe.net).

- November 11, 2011 – Veterans’ Day Observed – SCOE Offices Closed
- November 16, 2011 – Solano & Yolo Counties Joint Economic Summit
- November 23-25, 2011 – Thanksgiving Holidays – SCOE Offices Closed *(SCOE offices will be closed to the public on Monday, November 21st, and Tuesday, November 22nd, although some departments will be open.)*
- December 1, 2011 – 16th Annual Spirit of Solano Awards Luncheon
- December 14, 2011 – Regular Board Meeting, 10:30 AM, SCOE *(luncheon at noon)*
- December 26, 2011– January 2, 2012 – Winter Holidays – SCOE Offices Closed *(SCOE offices will be closed to the public on Monday, December 19th, through Friday, December 23rd, although some departments will be open. All departments reopen Tuesday, January 3rd.)*

Mrs. Allen reminded the Board members to read the e-mail sent to them earlier in the week by Steve Ramos, Information Services and Technology Director. The Board’s e-mail accounts will be switched to a new server on Thursday morning, November 10th, and this will affect how the members
access their SCOE e-mail. Mr. Ramos’ correspondence includes instructions on the new link and how to reset automatic signature blocks. Passwords will remain the same. Mr. Asera added that the process took him less than 10 minutes to complete. Mrs. Allen advised members who need assistance with setting up the new link on their iPads or iPhones to call the Technology Department first before coming in, as it may be possible to do so remotely.

**VIII. NEW BUSINESS**

(a) Pre-construction Agreement with Roebbelen Contracting, Inc.

Mrs. Allen provided an update on the six classroom construction project at the Golden Hills Education Center and asked the Board to approve a pre-construction agreement with Roebbelen Contracting, Inc., the Lease/Leaseback Entity approved by the Board at its October 12, 2011, regular meeting.

The contract for $17,750 has been reviewed by CPM and our legal counsel and is very straightforward regarding the preconstruction services that Roebbelen will perform. SCOE’s architect and Alton Gay, Manager of Facilities/Maintenance/Operations, will direct the work. A state bond was recently passed, and SCOE is very likely to receive funding from the State Allocation Board (SAB) when it meets in December. SCOE has moved up on the list since not every organization applied for priority funding. If approved by SAB in December, we will have 90 days, or by March 12, 2012, in which to begin work, but we expect to be ready before then due to our months of preparation and planning. (Attachment H)

Motion was made by Dr. Verder-Aliga, seconded by Mrs. Coleman, and unanimously carried by a vote of those present to approve the preconstruction agreement with Roebbelen Contracting, Inc., as presented.

**IX. COMMENTS FROM THE COMMUNITY**

Mr. Asera welcomed a guest from the Central Solano Citizens Taxpayer Group who was auditing the meeting, but the gentleman did not wish to comment.

**X. BOARD DISCUSSION**

(a) Board Member Reports

Some of the Board members gave a brief report on their recent activities including visits to any of SCOE’s program sites.

Dr. Verder-Aliga said she is pleased that Rev. Dr. Tony Ubalde was elected to the VCUSD governing board to replace Cris Oggee Villanueva who passed away mid-term.

Mr. Galvan spoke about the BUSD governing board elections in his community. André Stewart was re-elected, but Bonnie Weidel was defeated. At this time, it appears that newcomer Gary Wing will replace her, although Matt Donahue is making a strong showing, and absentee ballots must still be counted.

Mrs. Bates stated that in the Fairfield-Suisun USD governing board race, two incumbents, Kathy Marianno and Pat Shamansky, were re-elected, and two new members, Judi Honeychurch and John Silva were elected. Her recent activities included attendance at the following events: funeral for longtime FSUSD administrator Larry Carr; Boys and Girls State; meeting of the Solano Library Foundation regarding a new countywide literacy program; Authors Luncheon; interviews for students from Congressman Mike Thompson’s district who are seeking military appointments; Solano EDC breakfast; and a fundraiser for Heather House.

Mr. Ford said the Dixon USD governing board election resulted in the incumbent being defeated and two new board members being elected in a close race. He also attended a CTE meeting at Rodriguez High School in Fairfield. He recommended that the members view an excellent program
on CTE across California that recently aired on KVIE television. He will try to send an e-mail link to everyone so all can listen to it.

Mrs. Coleman also attended the Authors Luncheon.

Mr. Asera, as well as Mr. Speck, was a speaker at the Solano Library Foundation’s new literacy program kickoff. He reported that the president of the California Maritime Academy is retiring, and the search has begun to recruit a new leader. On November 29th, the Vallejo Chamber of Commerce will host a Green Technology Summit at the Vallejo campus of Solano Community College with Congressman Mike Thompson as guest speaker.

Mrs. Allen reminded the Board that its December regular meeting will be held at 10:30 AM rather than its usual evening timeslot.

(b) Suggestions on future Board agenda items

There were no suggestions for future agenda topics.

XI. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:09 PM
### GENERAL FUND

<table>
<thead>
<tr>
<th>Program</th>
<th>Resource</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted (adj Tier III; local; Mandated Costs)</td>
<td>0000</td>
<td>185,511</td>
</tr>
<tr>
<td>Title III, Limited English Proficiency</td>
<td>4203</td>
<td>34,123</td>
</tr>
<tr>
<td>Education of Homeless Children (adj alloc)</td>
<td>5630</td>
<td>(4,390)</td>
</tr>
<tr>
<td>Foster Youth Building Infrastructure and Cross Collaboration (new grant)</td>
<td>5830</td>
<td>250,000</td>
</tr>
<tr>
<td>SELPA Program Specialist (c/o)</td>
<td>6505</td>
<td></td>
</tr>
<tr>
<td>Special Education Infant (adj PY alloc)</td>
<td>6510</td>
<td>3,755</td>
</tr>
<tr>
<td>Workability I (adj alloc)</td>
<td>6520</td>
<td>(800)</td>
</tr>
<tr>
<td>Tobacco Use and Prevention</td>
<td>6680</td>
<td>4,008</td>
</tr>
<tr>
<td>Tobacco Use and Prevention Grades 6-12 (new grant)</td>
<td>6690</td>
<td>4,500</td>
</tr>
<tr>
<td>Foster Youth Services (adj alloc)</td>
<td>7366</td>
<td>90,000</td>
</tr>
<tr>
<td>CECC (California Education Computer Consortium) (c/o)</td>
<td>9025</td>
<td></td>
</tr>
<tr>
<td>First 5 Preschool for All (adj alloc)</td>
<td>9030</td>
<td>(9,045)</td>
</tr>
<tr>
<td>T.C. Preschool Integration (local)</td>
<td>9185</td>
<td>778</td>
</tr>
<tr>
<td>Larsen Center Misc Donations (local)</td>
<td>9190</td>
<td>13,038</td>
</tr>
<tr>
<td>Regional System of District and School Support (adj alloc)</td>
<td>9210</td>
<td>(74)</td>
</tr>
<tr>
<td>T.C. McDaniel Misc Donations (local)</td>
<td>9380</td>
<td>3,369</td>
</tr>
<tr>
<td>Special Education Tier III (adj alloc)</td>
<td>9660</td>
<td>(6)</td>
</tr>
<tr>
<td>First 5 Preschool Readiness (adj alloc)</td>
<td>9670</td>
<td>(4,169)</td>
</tr>
</tbody>
</table>

**Difference**

- Unrestricted: 81,936
- Title III: 669
- Education of Homeless Children: (413)
- Foster Youth Building Infrastructure: 14,634
- SELPA Program Specialist: (6,600)
- Special Education Infant: 3,755
- Workability I: (75)
- Tobacco Use and Prevention: 378
- Tobacco Use and Prevention Grades 6-12: 424
- Foster Youth Services: 8,486
- CECC: 9,583
- First 5 Preschool for All: (1,835)
- T.C. Preschool Integration: 778
- Larsen Center Misc Donations: 13,038
- Regional System of District and School Support: (74)
- T.C. McDaniel Misc Donations: 1,110
- Special Education Tier III: (6)
- First 5 Preschool Readiness: (1,500)

**Total**

- Certificated Salaries: 570,598
- Classified Salaries: (9,782)
- Employee Benefits: 98,585
- Books & Supplies: 33,176
- Services & Operating: 48,602
- Capital Outlay: 306,406
- Other Outgo: 24,103
- Fund Balance: 69,508
WHEREAS, National Native American Heritage Month honors the many sacrifices and accomplishments of American Indians and Alaska Natives and helps us recognize the strong traditions and ancestry of the first people to call our land home; and

WHEREAS, the Native American experience is central to our nation's history, and their rich culture, unique customs, and contributions to our society are to be cherished, respected, and preserved; and

WHEREAS, since the earliest days of our Republic, Native Americans have played a vital role in our country's freedom and security. From the Revolutionary War scouts to the Code Talkers of World War II, Native Americans have served in all branches of America's Armed Forces, demonstrating courage in the face of adversity and helping to spread liberty around the world, and America is grateful to those who serve to defend our freedom; and

WHEREAS, Solano County was occupied for many centuries by Native Americans who called themselves “Patwins” with some of the Patwin village names having survived phonetically in modern locations in Solano County such as Suisun, Soscol, Ulatis, and Putah; and

WHEREAS, Sem Yeto, Christianized as Francisco Solano, was Chief of the Patwin tribe and became friends with General Mariano Guadalupe Vallejo. The boundaries of Solano County were set in 1850 and General Vallejo, as a respected member of the legislature, named the county after his friend Chief Solano; and

WHEREAS, the contributions of the Native Americans to this nation's government, history, and culture are as numerous and varied as the tribes themselves with every tribe boasting celebrated heroes of its own in sports, the arts, film, literature, engineering, medicine, government, business, education, and environmental science; and

WHEREAS, the American culture has been greatly influenced by the traditions of native peoples including their tribal sovereignty and close relationship to the earth and all its inhabitants; and

WHEREAS, California Education Code §51204.5 specifically calls for instruction in the social sciences to include the study of the role and contributions of Native Americans to the economic, political, and social development of California and the nation with particular emphasis on portraying the role of Native Americans in contemporary society.

NOW, THEREFORE, BE IT RESOLVED, that the Solano County Board of Education recognizes November as National Native American Heritage Month and encourages educators, students, and members of the community to learn more about the rich heritage of American Indians and Alaska Natives and the role they have played in building and sustaining our nation and to commemorate this occasion with appropriate instructional activities.
PASSED AND ADOPTED this 9th day of November 2011 by the Solano County Board of Education, Solano County, California, by the following vote:

AYES: Mrs. Bates, Mrs. Coleman, Mr. Ford, Mr. Galvan, Mr. Silva, Dr. Verder-Aliga, Mr. Asera

NOES: None

ABSTAIN: None

ABSENT: None

CERTIFICATION

I, Lettie Allen, acting as secretary to the Solano County Board of Education, Solano County, California, in the absence of the County Superintendent of Schools, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the above stated date, which resolution is on file in the office of said Board.

Signature on File

November 9, 2011

Acting Secretary's Signature

Date
RESOLUTION NO. B11-12-11
CALIFORNIA RUNAWAY AND HOMELESS YOUTH AWARENESS MONTH

WHEREAS, an estimated 1,300,000 to 2,800,000 youths in the United States are homeless for at least one night each year, with many staying on the streets or in emergency shelters; and

WHEREAS, homeless youth are often too poor to secure basic needs, unable to access adequate medical or mental health care, and unaware of supportive services that are available; and

WHEREAS, an average of 13 homeless youth die each day due to physical assault, illness, or suicide; and

WHEREAS, some youth become homeless due to being expelled from their homes or running away after physical, sexual, or emotional abuse by their parents or guardians; separation from their parents through death or divorce; a lack of financial and housing resources as they exit juvenile corrections or foster care, including 25% of youth who experience homelessness within two to four years after exiting foster care; and

WHEREAS, awareness of the tragedy of youth homelessness and its causes should be heightened to better coordinate current programs with the many families, businesses, law enforcement agencies, schools, and community and faith-based organizations working to help youth remain off the streets; and

WHEREAS, November is National Runaway and Homeless Youth Awareness Month and is an appropriate time for California to recognize these issues that can affect our young people and communities, and look for ways to support preventative efforts and offer helpful services.

NOW, THEREFORE, BE IT RESOLVED that the Solano County Board of Education hereby acknowledges the month of November as California Runaway and Homeless Youth Awareness Month; supports the Solano County Office of Education’s Homeless Youth Services Program in helping vulnerable youth through current programs authorized under Title IV of the Social Security Act; promotes programs that assist young people, especially foster youth, in staying off the streets and in school to obtain their high school diplomas as well as additional education and training opportunities; and applauds the initiative of public and private organizations and individuals dedicated to helping these programs prevent homelessness among youth, providing aid when prevention fails.

PASSED AND ADOPTED this 9th day of November 2011 by the Solano County Board of Education, Solano County, California, by the following vote:

AYES: Mrs. Bates, Mrs. Coleman, Mr. Ford, Mr. Galvan, Mr. Silva, Dr. Verder-Aliga, Mr. Asera
NOES: None
ABSTAIN: None
ABSENT: None

CERTIFICATION

I, Lettie Allen, acting as secretary to the Solano County Board of Education, Solano County, California, in the absence of the County Superintendent of Schools, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the above stated date, which resolution is on file in the office of said Board.

Signature on File
Acting Secretary’s Signature

November 9, 2011
Date
SOLANO COUNTY BOARD OF EDUCATION  
Solano County, California

RESOLUTION NO. B11-12-12  
AMERICAN EDUCATION WEEK/  
NATIONAL EDUCATION SUPPORT PROFESSIONALS’ DAY

WHEREAS, November 13-19, 2011, marks the 90th annual observance of American Education Week to honor those who are vital in building great public schools for the nation’s approximately 50 million K-12 students, draw attention to the wonderful things happening in our public schools, raise awareness about the critical need to provide every child with a quality public education, and provide all Americans with an opportunity to celebrate individuals who are making a difference in ensuring that every child receives a quality education; and

WHEREAS, the annual theme, “Great Public Schools: A Basic Right and Our Responsibility” emphasizes that our students will profit tomorrow from what we invest in education today, because they must meet the highest world standards to compete and succeed in the global society; and

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation’s precious values of freedom, civility, and equality; and

WHEREAS, every student in every classroom must be educated to achieve his or her greatest potential so that our democratic society can endure; and

WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, Wednesday, November 16, 2011, has been established to honor all of the education support professionals who are an integral part of the education process be they substitute educators, custodians, cafeteria workers, clerical assistants, maintenance staff, paraeducators, teachers, bus drivers, librarians, and other staff that daily serve our children and communities with care and professionalism and provide a safe and healthy learning environment for students; and

WHEREAS, schools are essential elements in our communities, bringing together adults and children, educators and volunteers, business leaders and elected officials, in a common enterprise; and

WHEREAS, American Education Week has traditionally been a time for heightening awareness throughout our community of the excellence achieved every day in our schools by students, teachers, and all staff members; and

WHEREAS, all citizens in our community are affected by the quality of education in Solano County’s public schools – whether or not they have children in school – because today’s students are tomorrow’s workforce, business leaders, legislators, and community members, and the quality of their educational system directly affects the quality of life in our community for all citizens in the future; and
WHEREAS, we must constantly strive to improve the effectiveness of our schools, thereby, maximizing our investment in the future. In addition to positive influences from school personnel, parents are urged to talk to their children about school, read to them, provide homework guidance, and be responsible for their school attendance, because it is parents who greatly shape their children's ability to benefit from their schooling.

NOW, THEREFORE, BE IT RESOLVED that the Solano County Board of Education does hereby recognize November 13-19, 2011, as American Education Week, and Wednesday, November 16, 2011, as National Education Support Professionals Day and encourages educators, students, and members of the community to make known the good things happening at our area schools, honor local education support professionals for providing invaluable services that enable students to learn in supportive environments, do their part to make our public schools great for every child so that they can grow and achieve in the 21st century, spread the word about the important role of excellent public schools in the lives of students, and make a renewed commitment to public education and the future of Solano County.

PASSED AND ADOPTED this 9th day of November 2011 by the Solano County Board of Education and Solano County Superintendent of Schools, Solano County, California.

AYES: Mrs. Bates, Mrs. Coleman, Mr. Ford, Mr. Galvan, Mr. Silva, Dr. Verder-Aliga, Mr. Asera

NOES: None

ABSTAIN: None

ABSENT: None

CERTIFICATION

I, Lettie Allen, acting as secretary to the Solano County Board of Education, Solano County, California, in the absence of the County Superintendent of Schools, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the above stated date, which resolution is on file in the office of said Board.

Signature on File

Acting Secretary's Signature

November, 9, 2011

Date
SOLANO COUNTY BOARD OF EDUCATION
Solano County, California

RESOLUTION NO. B11-12-13
DAY OF THE SPECIAL EDUCATOR

WHEREAS, on December 2, 1975, former President Gerald Ford signed the nation’s first special education law assuring children with disabilities would be afforded assessment and rehabilitation services, access to education, and opportunities to learn; and

WHEREAS, December 3, 2011, has been designated as the Day of the Special Educator in recognition of the important work, commitment, and passion of those who work in special education classrooms such as special day class teachers, paraeducators, resource specialists, speech and language therapists, behavior intervention specialists, occupational therapists, physical therapists, adaptive physical education teachers, assistive technology specialists, deaf and hard of hearing interpreters, specialists for the visually impaired, mobility specialists, autism specialists, program specialists, psychologists, and nurses who work in schools and serve students in special education; and

WHEREAS, special educators are dedicated, hardworking, and invaluable resources who recognize that all children can learn but not in the same way or at the same pace, leading them to personalize and develop goals for their students, tailoring them to the student’s individual needs and abilities, and hold high expectations that their students will be successful in reaching their full potential; and

WHEREAS, special educators are involved in the students’ behavioral, social, and academic development, helping them progress emotionally, feel comfortable in social situations, be aware of socially acceptable behavior, and overcome their weaknesses by building upon the child’s strengths; and

WHEREAS, special educators design, modify, and deliver appropriate curricula based on best teaching practices; epitomize good teaching techniques every day in every aspect of their work; are open-minded, eager learners who are always looking to improve their techniques and find even better source materials for their students; and

WHEREAS, special educators work closely with parents to inform them of their child’s progress and suggest techniques to promote learning at home while staying informed of current laws governing special education to ensure Individualized Education Plans (IEPs) are a complete and beneficial document for parents, teachers, and students; and

WHEREAS, special educators exhibit qualities of compassion and patience, building collaborative relationships based on trust, teamwork, and shared accountability; and

WHEREAS, special educators demonstrate flexibility in carrying out their other tasks including teaching, coordinating related services and meetings, serving as an authority on assessments, and completing IEP paperwork and performing file management duties to help ensure the legal responsibility of providing a Free and Appropriate Education (FAPE) has been met.
NOW, THEREFORE, BE IT RESOLVED that the Solano County Board of Education does hereby recognize December 3, 2011, as The Day of the Special Educator, acknowledging the commitment and contributions of our special educators and urging all citizens to show appropriate appreciation for the dedication and hard work of special educators in teaching the unique needs of our students.

PASSED AND ADOPTED this 9th day of November 2011 by the Solano County Board of Education, Solano County, California, by the following vote:

AYES: Mrs. Bates, Mrs. Coleman, Mr. Ford, Mr. Galvan, Mr. Silva, Dr. Verder-Aliga, Mr. Asera

NOES: None

ABSTAIN: None

ABSENT: None

CERTIFICATION

I, Lettie Allen, acting as secretary to the Solano County Board of Education, Solano County, California, in the absence of the County Superintendent of Schools, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the above stated date, which resolution is on file in the office of said Board.

___ Signature on File ___ November 9, 2011
Acting Secretary's Signature Date
### Donations to Solano County Office of Education
#### November 9, 2011

<table>
<thead>
<tr>
<th>Donor</th>
<th>Description/Purpose</th>
<th>Recipient Program</th>
<th>Estimated Value (declared by donor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill’s Kids Activities Foundation, Vacaville</td>
<td>Monetary donation toward the purchase of play structures for the Irene Larsen Preschool playground</td>
<td>Preschool Program at Irene Larsen Center</td>
<td>$13,000.00</td>
</tr>
</tbody>
</table>

#### TOTALS:

<table>
<thead>
<tr>
<th></th>
<th>Cash</th>
<th>Non-Cash</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>$13,000.00</td>
<td>$</td>
</tr>
<tr>
<td>Year-to-Date</td>
<td>$15,870.00</td>
<td>$880.00</td>
</tr>
<tr>
<td>Name</td>
<td>District</td>
<td>Credential</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Diane Fore</td>
<td>Vallejo</td>
<td>Emergency CLAD</td>
</tr>
<tr>
<td>Deborah Powers</td>
<td>MIT</td>
<td>Emergency CLAD</td>
</tr>
<tr>
<td>Joe Yow</td>
<td>Vallejo</td>
<td>Emergency Substitute Permit</td>
</tr>
<tr>
<td>Iris Newsom</td>
<td>Vallejo</td>
<td>Emergency Substitute Permit</td>
</tr>
<tr>
<td>Justin Saroyan</td>
<td>Vallejo</td>
<td>Emergency Substitute Permit</td>
</tr>
<tr>
<td>Lisa Bogel</td>
<td>Benicia</td>
<td>Education Specialist/Mild-Moderate</td>
</tr>
<tr>
<td>Charlette Evans</td>
<td>Benicia</td>
<td>Regular Children’s Center Instruction Permit</td>
</tr>
<tr>
<td>Susan Walls</td>
<td>Vallejo</td>
<td>Administrative Services</td>
</tr>
<tr>
<td>Marian Johnson</td>
<td>Vacaville</td>
<td>Career Emergency Substitute</td>
</tr>
<tr>
<td>Michael Jarvis</td>
<td>Vacaville</td>
<td>Designated Subjects/Career Tech Education/Arts, Media &amp; Entertainment</td>
</tr>
<tr>
<td>Catalina Villanueva</td>
<td>Vallejo</td>
<td>Emergency CLAD</td>
</tr>
<tr>
<td>Bradley Burzynski</td>
<td>Fairfield-Suisun</td>
<td>Single Subject/P.E/General Education Limited Assignment Permit</td>
</tr>
<tr>
<td>Carmel Onick</td>
<td>Fairfield-Suisun</td>
<td>Administrative Services</td>
</tr>
<tr>
<td>Laura Obando</td>
<td>Travis</td>
<td>CBEST Substitute/Waiver</td>
</tr>
<tr>
<td>Daniel Massey</td>
<td>Travis</td>
<td>CBEST Substitute/Waiver</td>
</tr>
<tr>
<td>Kathleen Conrad</td>
<td>Vacaville</td>
<td>Single Subject/Science: Chemistry/Provisional Intern Permit</td>
</tr>
<tr>
<td>Judith Goodwin</td>
<td>SCOE</td>
<td>Emergency CLAD</td>
</tr>
<tr>
<td>David Machado</td>
<td>SCOE</td>
<td>Emergency CLAD</td>
</tr>
<tr>
<td>Lashundra Hill</td>
<td>Solano</td>
<td>Single Subject/English</td>
</tr>
<tr>
<td>John C. Pizzo</td>
<td>Fairfield-Suisun</td>
<td>Administrative Services</td>
</tr>
<tr>
<td>Megan Zadnik</td>
<td>Travis</td>
<td>English Learner Authorization (CLAD)</td>
</tr>
<tr>
<td>Amarjot Grewal</td>
<td>Vallejo</td>
<td>Child Development Teacher Permit</td>
</tr>
<tr>
<td>Jacob Anderson</td>
<td>Travis</td>
<td>CBEST Substitute/Waiver</td>
</tr>
<tr>
<td>Roxanne Dowell</td>
<td>Travis</td>
<td>CBEST Substitute/Waiver</td>
</tr>
<tr>
<td>Courtney Juricek</td>
<td>Vacaville</td>
<td>Single Subject/Math</td>
</tr>
<tr>
<td>Mary Zaghloul</td>
<td>Fairfield-Suisun</td>
<td>Education Specialist/Mild-Moderate</td>
</tr>
<tr>
<td>Guy Hamilton</td>
<td>SCOE</td>
<td>Career Emergency Substitute</td>
</tr>
<tr>
<td>Cornelius Andre Fowler</td>
<td>Travis</td>
<td>Emergency Substitute Permit</td>
</tr>
<tr>
<td>Henry Dille, Jr.</td>
<td>Vacaville</td>
<td>Emergency Substitute Permit</td>
</tr>
<tr>
<td>Jessica Zumwalde</td>
<td>Solano</td>
<td>Multiple Subject</td>
</tr>
<tr>
<td>Buck Sullivan</td>
<td>Vacaville</td>
<td>Emergency Substitute Permit</td>
</tr>
<tr>
<td>Twila Jackson</td>
<td>Fairfield-Suisun</td>
<td>Single Subject/Science: Biological/Intern</td>
</tr>
<tr>
<td>Jeffrey Meis</td>
<td>Fairfield-Suisun</td>
<td>Education Specialist/Mild-Moderate</td>
</tr>
<tr>
<td>Tracey Johnson</td>
<td>Fairfield-Suisun</td>
<td>Single Subject/Science: Physics/Intern</td>
</tr>
</tbody>
</table>
## Temporary County Certificates Issued
### October 2011

<table>
<thead>
<tr>
<th>District</th>
<th>Full Credential/ Auth.</th>
<th>Intern Cred.</th>
<th>Prov. Intern Permit</th>
<th>Short-Term Staff Permit</th>
<th>Emergency Permit</th>
<th>Waiver</th>
<th>Emergency Sub</th>
<th>Child Dev. Permit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mo YTD</td>
<td>Mo YTD</td>
<td>Mo YTD</td>
<td>Mo YTD</td>
<td>Mo YTD</td>
<td>Mo YTD</td>
<td>Mo YTD</td>
<td>Mo YTD</td>
</tr>
<tr>
<td>Benicia</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCOE</td>
<td>5</td>
<td>3</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Dixon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fairfield-Suisun</td>
<td>5</td>
<td>16</td>
<td>2</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Travis</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td></td>
<td>1</td>
<td>4</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Vacaville</td>
<td>2</td>
<td>9</td>
<td></td>
<td>1</td>
<td>1</td>
<td></td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>Vallejo</td>
<td>1</td>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>MIT Academy</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Private/ NPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solano College</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solano County</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>12</td>
<td>55</td>
<td>2</td>
<td>7</td>
<td>1</td>
<td>3</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Agreement

Between

Solano County Office of Education

And

Roebbenlen Construction Management Services, Inc.

for

Preconstruction Services

For

The Golden Hills Education Center Project

Agreement Form

Exhibit A: Schedule of Rates for Personnel Costs and Individuals Assigned to Project

Exhibit B: Preconstruction Scope of Services

Exhibit C: Not Used

Exhibit D: Not Used

Exhibit E: DOJ Certification and List of Employees Authorized to Access School Campuses
SOLANO COUNTY OFFICE OF EDUCATION – PRECONSTRUCTION SERVICES AGREEMENT

Golden Hills Education Center

This Agreement for Preconstruction Services ("Agreement") is made as of November 9, 2011, between the Solano County Office of Education (the "Owner") and Roebbelen Construction Management Services, Inc. ("Consultant") a California corporation and general contractor licensed under the laws of the State of California.

This Agreement is comprised of the following documents, all of which are incorporated herein by reference:

(a) This Preconstruction Services Agreement.

(b) Consultant’s hourly rate schedule attached hereto as Exhibit “A.”

(c) Preconstruction Scope of Services attached hereto as Exhibit “B.”

(d) Not Used.

(e) Not Used.

(f) Department of Justice ("DOJ") Certification and list of employees authorized to access school campuses attached hereto as Exhibit “E.”

SECTION I RECAPITULATIONS

A. The Owner desires to provide for the Construction of the Golden Hills Education Center located at 2460 Clay Bank Road, Fairfield, California 94533 pursuant to California Education Code Section 35160 and as authorized by law (the "Project"). Award and execution of the lease agreements are contingent upon: (1) the Owner receiving approval from the California Department of General Services, Division of the State Architect ("DSA") of the construction documents for the Project, (2) the Owner receiving the State Allocation Board ("SAB") funding apportionment confirmation, (3) Consultant’s fulfillment of submitting a Final Total Base Rent ("TBR") Proposal once it is determined by the Owner the Drawings and Specifications are sufficiently complete, and (4) the Owner and Consultant reaching an agreement concerning the lease agreements, including the lease payments and other terms and conditions of the lease agreements. The Owner and Consultant anticipate that the lease agreements will be awarded and executed immediately after both DSA approval of the construction documents, and SAB funding apportionment confirmation.

B. In the interim, the Owner and Consultant desire to enter into an agreement for Consultant to provide certain preconstruction services to the Owner, on the terms set forth below.

C. Not Used.
SECTION II  SCOPE OF SERVICES

The Scope of Services subject to this Agreement and to be performed by Consultant for the Project (the "Preconstruction Services") are described in Exhibit "B", attached hereto and incorporated herein. Any changes in the scope of the Preconstruction Services must be approved in advance, in writing, by the Owner. Consultant is not authorized to proceed with any physical work/construction tasks on the Project. Any such work performed by Consultant shall be at Consultant's risk.

SECTION III  GENERAL CONDITIONS

A.  Consultant's Duties and Status:

Consultant accepts the relationship of trust and confidence established between the Owner and Consultant by this Agreement. Consultant covenants with the Owner to furnish Consultant's best skill and judgment and to cooperate with any other consultants and any design professionals employed by the Owner in connection with the Project. Consultant agrees to perform the Preconstruction Services in the best way and in the most expeditious and economical manner consistent with the interests of the Owner.

Consultant acknowledges that it is an independent contractor, and not an agent or employee of the Owner.

B.  Term, Progress and Completion:

Time is of the essence of this Agreement. The Owner has obtained DSA approval and the start of construction of the Project is subject to State funding. Consultant shall perform all of its Preconstruction Services by the conclusion of development of the TBR for the Project. The term of this Agreement shall begin on the date set forth in this Agreement and shall expire upon completion of the Preconstruction Services or when terminated in accordance with Paragraphs K or L of this Agreement. However, as set forth in Exhibit "B" hereto, and assuming the Owner and Consultant enter into the lease agreements, various of Consultant's obligations and duties hereunder will extend to and apply during the construction phase. Consultant shall promptly commence performance of the Preconstruction Services upon execution of this Agreement, and shall diligently pursue performance of the Preconstruction Services until completion.

C.  Contract Price:

Compensation for Basic Services: The Owner shall compensate Consultant for performing the Preconstruction Services as follows:

1.  A fee not to exceed Seventeen Thousand Seven Hundred Fifty Dollars ($17,750.00) beginning November 9, 2011 through the date of the execution of the Facilities Lease.

2.  Not Used.
D. Payment:

1. Payment to be made by the Owner to Consultant for the cost of providing Preconstruction Services will be based on monthly invoices, which will set forth the hours actually worked during the billing period. The billing rates indicated in Exhibit “A” will be multiplied by the actual hours for each position to arrive at the total fee for each month. Invoices shall be submitted in arrears with attached signed timesheet substantiating the day the billable hours were worked and task performed.

2. Not Used.

3. All of the Consultants’ accounting records shall be maintained on a generally accepted accounting basis. All of Consultants’ accounting records, invoices and supporting documentation shall be clearly identified and readily accessible. The Owner shall have the right to examine and copy such books and records at all times. Consultant shall permit the Owner to examine and audit those books and records, shall permit the Owner to make copies of those books and records, and shall permit the Owner to inspect all work data, documents, proceedings and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall provide an understandable breakdown of costs charged to this Agreement.

E. Prevailing Wages:

Pursuant to California Labor Code Section 1720 et seq., the Project, including the Preconstruction Services, is a public works project. Consultant shall pay, and shall cause all subconsultants and/or subcontractors of every tier to pay, not less than the specified prevailing wage rates, to the extent applicable, to all workers employed to perform preconstruction work, if any, under this Agreement.

F. Right to Withhold Funds:

The Owner may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment under Paragraph D to such extent as may be necessary to protect the Owner from loss, including costs and attorneys’ fees, which may arise for reasons including, but not limited to, the following: 1) defective or deficient work not remedied; 2) failure of Consultant to make payments properly to its employees or subconsultants or subcontractors; 3) a reasonable doubt that the Preconstruction Services can be completed for the then unpaid balance of the contract price; 4) failure to achieve sufficient progress with the Preconstruction Services such that Consultant is unlikely to achieve timely completion; or 5) failure of Consultant to provide certificates of insurance, indicating compliance with Paragraph J, below.

G. Supervision of Preconstruction Services:

Consultant shall supervise and direct its Preconstruction Services using its best skill and attention. It shall be solely responsible for coordinating all portions of the Preconstruction Services. Consultant shall be responsible to the Owner for the acts and omissions of its employees, subconsultants, and their agents and employees, and other persons performing any of the Preconstruction Services under a contract with Consultant. Consultant shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned to him.
The Owner and Consultant agree that the success of their contractual relationship will depend on large part on the individuals designated to represent the Owner and Consultant for the purposes of this Agreement. Consultant shall designate, in Exhibit “A”, the individuals, assigned to the Project.

H. Compliance with Laws and Regulations:

At its sole cost and expense, Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Preconstruction Services, pay all local, state, and federal taxes; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Consultant’s employees. Upon the Owner’s request, Consultant shall furnish evidence satisfactory to the Owner that any or all of the foregoing obligations have been fulfilled.

I. Changes/Extra Work:

The Owner, without invalidating this Agreement, may order changes in the Preconstruction Services within the general scope thereof, consisting of additions, deletions, or other revisions. The contract price and the time for performance of the Preconstruction Services shall be adjusted accordingly. All such changes in the Preconstruction Services, including changes in the contract price and the time for performance of the Preconstruction Services, shall be authorized only by written change order, signed by the Owner. If Consultant claims that performance of any work entitles it to additional compensation or to an extension of the time for performance of the Preconstruction Services, Consultant shall provide written notice to the Owner of any such claim prior to undertaking such work. If the Owner refuses to issue a change order for such work, Consultant shall perform that work and shall submit a complete and specific claim for additional compensation or extension of the time for performance within ten (10) days after such work is performed. Failure to provide written notice of claim prior to undertaking such work, or failure to submit timely a complete and specific claim for additional compensation or extension of the time for performance, shall be deemed a waiver and abandonment of any such claim. No claim, dispute or controversy shall interfere with the progress or performance of the Preconstruction Services and Consultant shall proceed with the Preconstruction Services as directed by the Owner. Failure to so proceed shall amount to a default under Paragraph L.

J. Insurance:

Consultant shall procure and maintain insurance on all of its operations during the progress of the Preconstruction Services, with insurance companies admitted in California, on forms acceptable to the Owner, for the following minimum insurance coverages:

1. Workers’ compensation insurance and occupational disease insurance as required by law and employer’s liability insurance with minimum limits of $1,000,000 covering all work places involved in this Agreement.

2. Comprehensive general liability insurance on an “occurrence basis,” including Consultant’s Contingent coverage, with limits of not less than as indicated in either i. or ii. as follows:
i. Bodily Injury Liability - $1,000,000 each person, $1,000,000 each occurrence; Property Damage Liability - $1,000,000 each occurrence, $1,000,000 aggregate;

ii. A single limit for Bodily Injury Liability and Property Damage Liability Combined of $1,000,000 each occurrence and $1,000,000 aggregate.

3. The insurance shall cover all operations of Consultant, including but not limited to the following: (1) premises, operations, and mobile equipment liability; (2) completed operations and products liability; (3) contractual liability insuring the obligations assumed by Consultant in this Agreement; (4) Independent Consultant’s Contingent coverage; (5) explosion, collapse, and underground property damage; (6) broad form property damage liability endorsement (including completed operations); and (7) personal injury liability endorsement.

4. All policies shall name the Owner as an additional insured during the Project and for a period of one (1) year following final completion and shall provide that such policy is primary insurance.

5. Consultant and Owner waive all rights of subrogation against each other for damages covered by any applicable insurance.

6. Certificates of insurance, or other evidence of insurance as requested by the Owner, shall be furnished by Consultant to the Owner before any work is commenced hereunder by Consultant. The certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days' prior written notice to the Owner.

K. Default By Consultant:

If Consultant at any time fails in any respect to properly and/or diligently prosecute the Preconstruction Services, or is adjudicated a bankrupt, or files an arrangement proceeding, or commits any act of insolvency, or makes an assignment for the benefit of creditors without the Owner's consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails to cause the effect of any suit or lien to be removed within ten (10) days after written demand, or otherwise fails to perform fully any and all of the agreements herein contained, Consultant shall be in default. If Consultant fails to cure the default within seventy-two (72) hours after written notice thereof, the Owner may, at its sole option, (1) provide any such labor, equipment, and materials as may be necessary and deduct the cost thereof from any money then due to Consultant under this Agreement; or (2) terminate Consultant's right to proceed with the Preconstruction Services. In the event the Owner elects to terminate, the Owner shall have the right to, for the purpose of completing the Preconstruction Services, take possession of any documents or other materials of Consultant, and may employ any other person or persons to finish the Preconstruction Services and provide the materials therefor. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Preconstruction Services are completely finished. At that time, the Owner shall deduct from any money due, expenses incurred by the Owner for attorneys' fees and for any damages sustained by the Owner by reason of Consultant's default or defective work, plus ten percent (10%) on any and all such expenses as allowed by law. If the expense incurred by the Owner in finishing the Preconstruction Services exceeds the unpaid

Preconstruction Services Agreement between the Solano County Office of Education and Roebbelen Construction Management Services, Inc. for the Golden Hills Education Center Project
balance, then Consultant shall promptly pay to the Owner the amount by which such expense exceeds such unpaid balance.

L. Termination for Convenience:

The Owner reserves the absolute right to terminate this Agreement. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Contract Price calculated as follows: (1) The hours completed by Consultant for Preconstruction Services and accepted by the Owner; plus (2) other reasonable costs actually incurred by Consultant in connection with termination; provided, however, that in no event shall Consultant be paid an amount which exceeds the price of the Contract. There shall be deducted from such sums as provided in this section the amount of any payments made to Consultant prior to the date of termination of this Agreement. Consultant shall not be entitled to any claim or lien against the Owner for any additional compensation or damages based solely on the termination and payment. In addition, the Owner’s right to withhold funds under this Section, Paragraph F shall be applicable in the event of a termination for convenience.

If this Agreement is terminated by the Owner for default, and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a termination for convenience under this section and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a termination for convenience.

M. Indemnity:

1. To the fullest extent permitted by law, Consultant shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify, and hold harmless Owner, its officers, employees, directors, agents and all of its respective successors and assigns, (collectively “Owner”), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys’ fees, expert’s fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent that any of the above are contributed to or caused by the negligent acts, errors or omissions of Consultant. Consultant’s duty to defend shall not include the duty to provide a defense but shall include paying Owner for all defense costs incurred by Owner for the claims described herein. Consultant shall not be obligated under this Agreement to indemnify Owner to the extent that the damage is caused by the negligence or willful misconduct of Owner or its agent or servants other than Consultant.

2. Owner shall defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants (collectively “Consultant”) from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys’ fees, expert’s fees, awards, fines or judgments, to the extent caused by Owner’s negligence or willful misconduct in the performance of its obligations under this Agreement. Owner’s duty to defend shall not include the duty to provide a defense but shall include paying Consultant for all defense costs incurred by Consultant for the claims described herein to the extent that Owner was negligent in the performance of its duties under this Agreement. Owner shall not be obligated under this Agreement to defend or indemnify Consultant to the extent that the damage is caused by the negligence or willful misconduct of Consultant or its agents or servants.
3. Consultant and the Owner each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

4. The acceptance by the Owner of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of these indemnity provisions, and Consultant’s indemnity obligations shall not be limited by the insurance requirements set forth in this Agreement.

N. Assignment of Contract:

Consultant shall not assign or transfer Consultant’s rights or obligations under this Agreement, without the prior written consent of the Owner, which may be provided or withheld in the Owner’s sole discretion. Should the Owner consent to such assignment, such consent shall not constitute a waiver of any of the restrictions of this section, and the same shall apply to any successive assignment. The Owner may assign or transfer the whole or any part of this Agreement, and the Owner’s rights hereunder, to any corporation, individual, or partnership.

O. Notices:

All notices required or permitted under this Agreement shall be in writing and may be accomplished by personal delivery, first-class regular mail of the United States Postal Service, or Federal Express next day delivery, sent to the party at the address shown in this Agreement, or by facsimile sent to the facsimile number shown in this Agreement with confirmation of successful transmission. Any such written notice shall be effective upon the date of receipt.

P. References:

Words used in this Agreement in the present tense include the future as well as the present; words used in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.

Q. Acceptance:

This Agreement is intended by the parties as a final expression of their agreement, and supersedes any prior oral or written statements, and is intended also as a complete and exclusive statement of the terms of their agreement. No revisions to this Agreement shall be valid unless accepted in writing and signed by an authorized representative of the Owner. No condition stated by Consultant in accepting this Agreement shall be binding upon the Owner unless expressly agreed to in writing by the Owner. This Agreement may be amended only by a written instrument signed by authorized representatives of the Owner and Consultant.

R. Waiver Savings Clause:

Waiver by the Owner of any breach hereof by Consultant shall not constitute a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement, or any part thereof, shall be held to be invalid under any applicable federal, state, municipal, or other law, ruling, or regulation, then such provision shall remain in effect to the extent permitted, and the remaining provisions of this Agreement shall remain in full force and effect. The same will apply to any waiver by Consultant towards the Owner.
S. Dispute Resolution:

1. Attempts to Informally Resolve Claims. Initially, and promptly after identification of a claim, the Owner’s and Consultant’s project managers shall meet in person to review and consider the claim. This meeting shall occur at the earliest practicable date and shall be for the express purposes of: (1) exchanging and reviewing all pertinent documents and information relating to the matters and issues in dispute, (2) freely and candidly discussing each party’s position, and (3) reaching agreement upon a reasonable resolution of the claim.

   i. If the Owner’s and Consultant’s project managers are unable to resolve the claim, a senior representative from the Owner and a senior representative from Consultant each shall review the claim in detail and then meet in person to discuss and resolve the matter. This meeting of senior representatives shall occur no later than fifteen (15) days after the meeting of the project managers, unless the parties both agree upon a longer period of time. The Owner and Consultant each shall promptly designate a senior representative for purposes of this section. Either party may, if necessary, designate a different senior representative at any time during the course of the Project.

2. Mediation. Any dispute which is not informally resolved through the meeting of senior representatives shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

   i. The parties shall endeavor to resolve their Claims by mediation with a mediator who is acceptable to both parties. The parties hereby agree to exchange documents relevant to the claims at least forty-five (45) days prior to the mediation session.

   ii. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in a neutral site, reasonably accessible to all parties involved within fifty (50) miles of where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3. Litigation. If the mediation session is not attended or does not resolve the dispute, the party making the claim may then resort to litigation, subject to first complying with all administrative remedies required by law. This Agreement shall be governed and construed in accordance with the laws of the State of California. All disputes between the Owner and Consultant shall be brought in the Superior Court of Solano County unless otherwise agreed by the Owner.

4. Disputes Involving Other Parties. In the event of any dispute involving any party, Consultant agrees to, and shall, participate in the dispute resolution procedures applicable to such party(ies).
SECTION IV ADDITIONAL PROVISIONS

A. Conflicts of Interest:

Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and performance of its Services under this Agreement. In the event of change in either interests or Services under this Agreement, Consultant affirms that it will raise with the Owner any question regarding possible conflict of interest which may arise as a result of such change.

B. Fingerprinting:

1. Education Code Section 45125.1 and 45125.2 shall apply to this Agreement. The Owner administrator initiating or responsible for this Agreement shall, pursuant to Section 45125.1 and Owner policy and guidelines, determine whether fingerprinting is required of Consultant or its employees. Once such determination is made, the administrator shall verify his/her determination on the signature page of this Agreement. If the Administrator concludes fingerprinting is required, the following shall apply:

   i. Consultant shall, prior to commencement of work pursuant to this Agreement, require any person affiliated with Consultant (or, in appropriate cases, him or herself) to be fingerprinted by the Department of Justice if that person will have unsupervised access to occupied school campuses where children will be present. This provision extends to all consultants and/or subconsultants hired by Consultant that will have unsupervised access to occupied school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony as defined in Section 45122.1 of the California Education Code, Consultant will so certify by signing and submitting Consultant Certification included herein as Exhibit “E”. In addition, Consultant shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit “E”. Consultant must contact the Owner regarding appropriate access for those persons not cleared by DOJ for reasons other than a violent or serious felony. In which case, Consultant must make arrangements with Owner for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses or provide any Services under this Agreement.

   ii. Failure to comply with this provision shall constitute grounds for termination of this Agreement.

C. Third Party Beneficiaries:

The Owner does not assume any liability, duty or obligation to Consultant’s subconsultants or their agents and employees by execution or performance of this Agreement, and nothing in this Agreement shall create any contractual relationship between Owner and any subconsultants, or their agents and employees, employed by Consultant. No subconsultants, agents, employees or other parties are third party beneficiaries, whether explicit or implicit, of this Agreement. Consultant shall be responsible to Owner for the acts and omissions of its employees, subconsultants, and their agents and employees, and other persons performing any of the work under this Agreement.

"Signatures Available on Next Page"
Roebelen Construction Management Services, Inc.

Solano County Office of Education

__________________________
Consultant’s Signature

__________________________
Owner’s Signature

__________________________
Print Name

__________________________
Print Name

It’s: ________________________

California Contractors License No. 734124

Federal Tax ID No. 68-0208287

Facsimile Telephone 916-939-4028

DOJ Certification Required: Required
EXHIBIT "A"

Schedule of Rates for Personnel Costs and Individuals Assigned to Project

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$90.00</td>
</tr>
<tr>
<td>Sr. Project Engineer</td>
<td>$70.00</td>
</tr>
<tr>
<td>Superintendent</td>
<td>$103.00</td>
</tr>
<tr>
<td>Estimator</td>
<td>$85.00</td>
</tr>
<tr>
<td>Contract Administrator</td>
<td>$45.00</td>
</tr>
</tbody>
</table>
EXHIBIT "B"

Preconstruction Scope of Services

COLLABORATION

Consultant with Architect shall schedule and attend meetings with the Owner and the Owner’s consultants, as deemed necessary by the Owner. Consultant shall collaborate with Architect, the Owner and the Owner’s consultants regarding site improvements, and the selection of materials, building systems and equipment. Consultant shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies. Consultant shall also participate in developing a construction plan to address project risk and minimize disruptions to the Owner’s educational programs at the Project site.

PRELIMINARY PROJECT SCHEDULE

Consultant shall prepare and update a preliminary project schedule for the Owner’s review and approval. The preliminary project schedule shall be for the construction phase of the Project. The schedule shall provide for expeditious and practicable execution of the Project. The preliminary project schedule shall be updated as needed to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of the final TBR Proposal (based on the factors listed in the Owner’s request for qualifications for the Project), preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, and proposed date of final Project completion.

PRELIMINARY COST ESTIMATES AND VALUE ENGINEERING

A. Consultant shall provide a validation of Architect’s cost estimate with the construction documents. Consultant will be expected to provide estimating of portions of the work, and other estimating exercises that the Owner, Architect and Consultant deem advisable.

B. Not Used.

C. During the course of providing its Preconstruction Services, Consultant shall pursue opportunities to create additional value by identifying options to reduce capital or life cycle cost, improve constructability and functionality, or provide operational flexibility, while satisfying the Owner’s programmatic needs. Consultant shall develop value engineering proposals ("VEP") for Owner and Architect approval for alternative systems, means, methods, finishes, equipment and the like that satisfy the general design criteria of the Project, but which result in savings of time or money in constructing or operating and maintaining the Project. Each VEP shall describe the proposed change, identify all aspects of the Project directly or indirectly affected by the change, specify the cost or time savings to be achieved if the VEP is accepted, and detail any anticipated effect on the Project’s service life, economy of operation, ease of maintenance, appearance, design or safety standards.
CONSTRUCTABILITY REVIEW OF CONSTRUCTION DOCUMENTS

A. Consultant shall review the design and construction documents for clarity, consistency, constructability and coordination among the design disciplines’ drawings and the construction trades and collaborate with Architect and the Owner in developing solutions to any identified issues. The purpose of Consultant’s constructability review is to determine that the design comprises complete, accurate and fully coordinated drawings and specifications for construction, and thereby reduce the risk of disruption, delay, change orders and potential claims. Consultant’s reviews will also seek out alternative construction materials and systems that may result in a cost or time savings to the Owner. The results of the reviews shall be provided in writing and as notations on the construction documents.

B. Nothing in the contract documents shall relieve the Architect and the other design professionals from their obligation to perform their services and design the Project in accordance with the terms of their respective contracts and the applicable standard of care.

C. At Consultant’s discretion, Consultant shall engage those subconsultants and/or subcontractors it deems necessary to participate in the constructability reviews. However, regardless of whether Consultant engages subconsultants and/or subcontractors, Consultant shall remain fully responsible for the constructability reviews.

SUBCONTRACTORS AND SUPPLIERS

A. Consultant shall develop a bidding approach and schedule to obtain competitive bids from subcontractors and suppliers.

B. Consultant shall be prepared to solicit a minimum of five (5) bids per trade, unless otherwise approved in writing by the Owner. Furthermore, the Consultant shall make a concerted effort to solicit local subcontractors within a forty-five (45) mile radius for no less than sixty percent (60%) of the needed subcontractors to perform work on the Project.

C. Consultant shall seek to develop subcontractor interest in the Project and shall collaborate with the Owner and Architect to develop a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the work. Before proposing any subcontractor or supplier, Consultant shall satisfy itself that the subcontractor or supplier has the financial resources, qualifications, and experience to complete the work for which it is proposed and is available to do so. Consultant, Architect and the Owner will promptly review the qualification and decide whether to add the proposed subcontractor to the list. The “pre-qualification” of proposed subcontractors or suppliers shall not waive the right of the Owner or Architect later to object to or reject any proposed subcontractor or supplier. If Consultant intends to perform a particular scope of work using its own forces, Consultant shall set forth its estimated cost and budget for that scope of work, including all associated labor, equipment and material costs. Consultant’s estimate and budget for any work to be performed by Consultant’s own forces are subject to Owner approval. Owner reserves the right to require said work to be bid.

D. Consultant shall prepare bid packages for the complete scope of work for all trades that will be subcontracted.
E. At Consultant's discretion and with the approval of the Owner, subcontractors for key trades may be selected prior to bid on a negotiated cost basis in order to involve them in the review and development of the plans and specifications.

F. Consultant shall provide a written bid or proposal evaluation to the Owner for each of the major building components and systems. Consultant's evaluation shall include a summary of the bids received and identify the subcontract bidder(s) that Consultant recommends.

LONG-LEAD TIME ITEMS

Consultant shall recommend to the Owner and Architect a schedule for procurement of any long-lead time items which will constitute part of the work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions acceptable to Consultant. Upon the Owner's acceptance of Consultant's final TBR Proposal, all contracts for such items shall be assigned by the Owner to Consultant, who shall accept responsibility for such items as if procured by Consultant. Consultant shall expedite the delivery of long-lead time items to ensure delivery and installation to meet the scheduled completion date.

EXTENT OF RESPONSIBILITY

The recommendations and advice of Consultant concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not Consultant's responsibility to ascertain that the drawings and specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Consultant recognizes, or should reasonably have recognized, that portions of the drawings and specifications are at variance therewith, Consultant shall promptly notify Architect and the Owner in writing. Notwithstanding the foregoing, Consultant represents that during the preconstruction phase and before submitting the estimate for the final TBR, it will carefully examine the site at which the work will be performed and all of the documents included in the contract documents; perform all reasonable investigations essential to a full understanding of the difficulties that may be encountered in performing the work; be familiar with the terms and conditions thereof; and acquaint itself through reasonable discovery with the conditions under which the work is to be performed, including, without limitation, applicable laws, codes and other restrictions (including any restrictions identified by the Owner and that are related to the Owner's education programs and/or requirements at the Project site), local labor conditions, local weather patterns, restriction in access to and from the Project site, prior work performed by others on the Project, and obstructions and other conditions relevant to the work, the site of the work and its surroundings. With the exception of subsurface conditions or other conditions which qualify under the differing site condition clause, if any, in the lease agreement, Consultant expressly assumes the risk of any variance between the actual conditions, either discovered or discoverable through reasonable investigation in the performance of contractual obligations under the contract documents, and the conditions shown or represented in the contract documents. Consultant will complete the Preconstruction Services for the compensation stated in this Agreement and assumes full and complete responsibility for all Services required under this Agreement.
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Consultant shall comply with applicable laws, regulations and special requirements of the contract documents regarding equal employment opportunity and affirmative action programs.

FINAL TOTAL BASE RENT PROPOSAL

A. When the drawings and specifications are sufficiently complete, Consultant shall propose a TBR, which shall be the sum of the allowable general conditions at actual cost, the cost of all subcontract bids, the cost of any actual construction work performed by Consultant’s own forces, Consultant’s fee, payment bond, builder’s risk insurance, and contingency fund.

B. The "general conditions" portion of the final TBR includes all general and administrative expenses for the Project, including foreseeable delays and interferences, which Consultant may experience on the Project, for the duration of the schedule which is attached to the final TBR Proposal. The final TBR Proposal shall include in its assumptions and clarifications the number of "weather days" that are included as an allowance in the proposed schedule. Weather impacts will only constitute excusable delays to the extent they exceed the allowance agreed upon in the lease agreement and otherwise meet the criteria for an excusable delay as described in the lease agreement.

BASIS OF FINAL TOTAL BASE RENT

A. Consultant shall include with the final TBR Proposal a written statement of its basis, which shall include:

1. A list of the drawings and specifications, including all addenda, that were used in preparation of the final TBR.

2. The proposed final project cost, including a statement of the estimated cost and a schedule of values organized by trade categories, allowances, contingencies permitted by this Agreement, self-performed work, and other items and the fee that comprise the final TBR.

3. A list of the clarifications and assumptions made by Consultant in preparing the final TBR Proposal to supplement the information contained in the drawings and specifications.

4. The date of commencement and the date of completion upon which the proposed final TBR is based and a schedule of the construction documents' issuance dates upon which the date of completion is based.

5. A list of allowances and a statement of their basis.

6. A detailed budget and breakdown of all general conditions and jobsite management expenses included within the final TBR for the duration identified in response to the preceding paragraph, and subject to any limitations described in this Preconstruction Agreement or the lease agreement.
B. Consultant shall meet with the Owner and Architect to review the final TBR Proposal and the written statement of its basis. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify Consultant, who shall make appropriate adjustments to the final TBR Proposal, its basis or both.

C. Prior to the Owner's acceptance of Consultant's final TBR Proposal and issuance of a notice to proceed, Consultant shall not incur any cost to be reimbursed as part of the cost of the work, except as the Owner may specifically authorize in writing.

D. Upon acceptance by the Owner of the final TBR Proposal, the final TBR shall be set forth in the lease agreement as the amount of the total rental payments.

E. The Owner shall authorize and cause Architect to revise the drawings and specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications that form the basis of the final TBR accepted by the Owner. Such revised drawings and specifications shall be furnished to Consultant in accordance with schedules agreed to by the Owner, Architect and Consultant. Consultant shall promptly notify Architect and the Owner if such revised drawings and specifications are inconsistent with the agreed-upon assumptions and clarifications.

F. The final TBR shall include in the cost of the work only those taxes which are enacted at the time the final TBR is established.
EXHIBIT “C”

Allowable Reimbursable Expenses

Not Used.
EXHIBIT “D”

Not Used.
Exhibit “E”
Roebbelen Contracting, Inc. DOJ Certification

I, Robert Kjome, on behalf of Roebbelen Contracting, Inc. certify that, pursuant to Education Code Section 45125.1 and Section IV Paragraph B of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Solano County Office of Education on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1 is a list of names of the employees or agents of Consultant who will be providing services to Solano County Office of Education and who are required to be fingerprinted as provided in the Agreement. I agree to keep this list current and to notify the Solano County Office of Education of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _________________ in Sacramento, California.

(Seal of business)

By: ____________________________
   (Please print)

______________________________
   (Title)

______________________________
   (Signature)
Exhibit “E” (continued)

List of Employees Authorized To Access School Campuses

<table>
<thead>
<tr>
<th>Name:</th>
<th>Golden Hills Education Center Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 1

DESIGN PHASE DELIVERABLES

(Not Used)
ATTACHMENT 2

PROJECT PARAMETERS

Brief Scope Description:

The construction of a new 9,480 square foot, single story building which includes six (6) classrooms with restrooms, five (5) office spaces, two (2) restroom facilities and associated site work at the Golden Hills Education Center.

Estimated Construction Budget:

$3,500,000

Estimated Construction Duration:

Start – TBD
End – TBD
ATTACHMENT 3

APPLICABLE BUILDING CODES AND REGULATIONS
(California)

The Project shall comply with applicable codes and should consider the following regulations and guidelines, including, but not limited to:

- Acoustical Society of America
- American Concrete Institute
- American Gas Association
- American Institute of Steel Construction
- American Society of Heating, Refrigeration and Air Conditioning Engineers
- American Society of Mechanical Engineers
- American Society for Testing and Materials
- American Water Works Association
- Americans with Disabilities Act
- Associated Air Balance Council
- California Code of Regulations—Title 8
- California Code of Regulations—Title 17
- California Code of Regulations—Title 19
- California Code of Regulations—Title 22
- California Code of Regulations—Title 24
- California State Accessibility Standards Interpretive Manual
- Guidelines for Construction and Equipment of Hospital and Medical Facilities
- Guidelines for Restraints of Mechanical Systems and Plumbing Piping Systems
- Health and Safety Code
- Illuminating Engineering Society
- Institute of Electrical and Electronic Engineers
- Life Safety Code
- National Institute of Standards and Technology
- National Electrical Code with California Amendments
- National Electrical Code Standards
- National Electrical Manufacturers Association
- National Fire Protection Association
- National Fire Codes
- Sheet Metal and Air Conditioning Contractors National Association
- Single Ply Roofing Institute
- Specific Site Response Design Spectra for Irregular Buildings
- Underwriters Laboratory, Inc.
- Uniform Building Code with California Amendments
- Uniform Fire Code
CATEGORIES FOR CHANGE ORDERS

(Not Used)