

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2012-2013

Regular Assignment

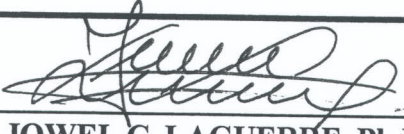
| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|------------------|--|------------------|
| Claudia Campos | Student Services Assistant 1 Matriculation CSEA , Range 10/1 | 03/25/13 |
| Maurice McKinnon | Interim Dean, Health Sciences | 04/15/13 |
| TBA | Information Analyst | TBA |
| TBA | Temporary FT Fire Instructor/Coordinator | TBA |

Change in Assignment

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> |
|----------------|--|------------------|
| Jay Robinson | From Information Analyst (Lead) To Information Analyst/Database Administrator (Lead) CSEA Range 23/6 | 03/01/13 |
| Seweryn Makosa | From Programmer /Analyst to Information Analyst CSEA Range 21/5 | 03/01/13 |

Charo Albarrán
Interim Director, Human Resources

March 8, 2013
Date Submitted


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

March 8, 2013
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 March 20, 2013
 Page 2

Short-term/Temporary/Substitute

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|----------------------------------|-------------------------|----------------------|
| Vasfi Basaran | Open Lab Instructor Chemistry | 01/14/13 – 06/30/13 | \$66.01 hr. |
| Sydney Nazarenko | ASC Workshop Instructor | 02/26/13 – 05/31/13 | \$62.02 hr. |
| Carol J. Zadnik | Office Assistant | 03/21/13 – 05/31/13 | \$ 9.60 hr. |

GRATUITOUS SERVICE

| <u>School/Department</u> | <u>Name</u> | <u>Assignment</u> |
|---------------------------------|--------------------|--------------------------------|
| EMT | Taylor Banar | Assist with EMS skills lab |
| EMT | Irene Camins | Assist with EMS skills lab |
| EMT | Naisha Gaines | Assist with EMS skills lab |
| EMT | William Lumbard | Assist with EMS skills lab |
| Science/Biology | Julia McNichols | General Biology Lab assistance |
| EMS | Dianna Mendez | Assist with EMS skills lab |
| Mesa Center | Amr Mohamed | Oversee Mesa Center |

RESIGNATIONS

| <u>Name</u> | <u>Assignment</u> | <u>Dates</u> |
|--------------------|--------------------------|---------------------|
| Lynette Gray | Scheduling Specialist | 03/29/13 |

AGENDA ITEM 7.(c)
MEETING DATE March 20, 2013

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

TO: Members of the Governing Board
SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

| | | | |
|-----------|----------------|-------------------|------------------------------|
| 2/20/2013 | Vendor Payment | 11044744-11044781 | \$109,796.63 |
| 2/20/2013 | Vendor Payment | 11044782-11044783 | 1,642.09 |
| 2/22/2013 | Vendor Payment | 11044784-11044818 | 11,886.94 |
| 2/25/2013 | Vendor Payment | 11044819-11044944 | 198,485.85 |
| 3/5/2013 | Vendor Payment | 11044945-11045008 | 637,417.46 |
| 3/5/2013 | Vendor Payment | 11045009-11045011 | 88,316.25 |
| 3/7/2013 | Vendor Payment | 11045012-11045037 | 39,716.55 |
| 3/7/2013 | Vendor Payment | 11045038-11045048 | 288,232.21 |
| 3/8/2013 | Vendor Payment | 11045049-11045300 | 24,044.60 |
| | | | <u>\$1,399,538.58</u> |

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

| | | | |
|-------------------------------------|--------------------------|--------------------------------|------------------------------|
| <i>Government Code:</i> | <i>Board Policy 3240</i> | <i>Estimated Fiscal Impact</i> | <i>\$1,399,538.58</i> |
| <i>ECS 70902 & 81656</i> | | | |

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Yulian I. Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

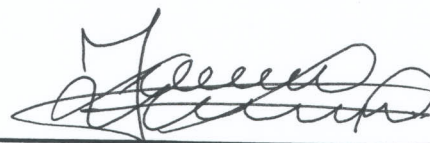
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

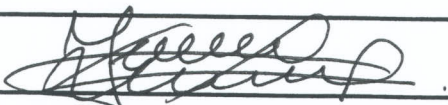
TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

**School of Human Performance and Development
Christie Speck, Responsible Manager**

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|------------------------------|--|-----------------------------------|-----------------------|
| Demetrious Dargan | Present at Solano Training Conference 2013 "Celebrating Success." | March 15, 2013- March 17, 2013 | Not to exceed \$450 |
| Paul Gibson | Present at Solano Training Conference 2013 "Celebrating Success." | March 15, 2013 (one day only) | Not to exceed \$600 |
| Carolyn Hartness | Present at Solano Training Conference 2013 "Celebrating Success." | March 14, 2013- March 16, 2013 | Not to exceed \$2,500 |
| Rose Laugtug | Present at Solano Training Conference 2013 "Celebrating Success." | March 14, 2013- March 17, 2013 | Not to exceed \$720 |
| Lois Raap | Present at Solano Training Conference 2013 "Celebrating Success." | March 14, 2013- March 16, 2013 | Not to exceed \$840 |
| Tony Yadon | Present at Solano Training Conference 2013 "Celebrating Success." | March 14, 2013- March 16, 2013 | Not to exceed \$1,275 |
| Children's Nurturing Project | Present at Solano Training Conference 2013 "Celebrating Success." | March 14, 2013 (one day only) | Not to exceed \$500 |

Yulian I. Ligioso
Vice President, Finance and Administration


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

March 8, 2013
Date Submitted

March 8, 2013
Date Approved

PERSONAL SERVICES AGREEMENTS (continued:)

**School of Career Technical Education & Business
Máire Morinec, Responsible Manager**

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|-----------------------------------|---|-----------------------------------|---------------|
| Jerry Takigawa Takigawa Design | Design and produce SCC CTE Transitions website | March 21, 2013 – June 30, 2013 | \$3,500 |

Deborah Mann, Responsible Manager

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|---|--|---------------------------------|-----------------------|
| Rita Giacalone, Ph.D., dba Dew Point Consulting | Facilitation of annual BACWWE retreat | March 7, 2013 – May 15, 2013 | Not to exceed \$1,500 |

**School of Liberal Arts
Jeff Lamb, Responsible Manager**

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------------|---|-----------------------------------|-----------------------|
| Kevin Fourtney | Serve as sound tech and provide sound expertise and services for Spring 2013 production of the Three Musketeers | March 21, 2013 – June 30, 2013 | Not to exceed \$1,000 |
| Hannah Phillips- Ryan | Cutter/Draper (costuming) for Spring 2013 production of The Three Musketeers | March 7, 2013 – June 30, 2013 | Not to exceed \$2,000 |

**Small Business Center
Charles Eason, Responsible Manager**

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|-------------------------|--|-----------------------------------|-----------------------|
| Jennifer L. Hamilton | Advising services to the Solano College Small Business Development Center | March 21, 2013 – June 30, 2013 | Not to exceed \$1,200 |

PERSONAL SERVICES AGREEMENTS (continued:)

**Small Business Center
Charles Eason, Responsible Manager**

| | | | |
|-------------------|---|--------------------------------|------------------------|
| Michelle Stephens | Provide Farmbudsman consultant services to Solano College Small Business Development Center | March 21, 2013 – June 20, 2103 | Not to exceed \$25,000 |
|-------------------|---|--------------------------------|------------------------|

**Academic Affairs
Interim Vice President Diane White**

| <u>Name</u> | <u>Assignment</u> | <u>Effective</u> | <u>Amount</u> |
|--------------------|--|-------------------------------|------------------------|
| Michael Rainey | Consulting and business management services for training services under the aegis of Corporate College and/or division of Continuing Education | March 4, 2013 – June 30, 2013 | Not to exceed \$10,000 |

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

TO: Members of the Governing Board

**SUBJECT: ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND BALL METAL BEVERAGE CONTAINER
CORPORATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and Ball Metal Beverage Container Corporation for special educational services was presented to the Governing Board for approval on February 20, 2013. This is an addendum to that agreement.

SCCD Contract Education will deliver 3 additional hours of English language tutoring and instruction in pronunciation, business writing and presentation for the Human Resources Manager. Instruction/tutoring will be held at the Fairfield campus, in two sessions of 1.5 hours.

Ball will compensate the District for all services rendered and expenses at a rate of five hundred dollars (\$500.00). The cost is inclusive of all instruction and teaching/training materials.

Approval of this addendum is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$500 revenue
CEO 2012-13 Goals: #5

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Deborah Mann, Director
Workforce Training and Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

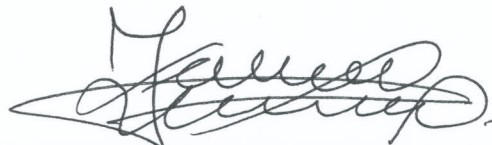
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

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

TO: Members of the Governing Board

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
MEYER CORPORATION

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and the Meyer Corporation for special educational services is being presented to the Governing Board for approval. Due to changes in client need, this agreement will replace the previous agreement submitted for approval on February 20.

The District will provide training for up to 30 Meyer employees. Employees will attend 56 hours of training in three groups, beginning, intermediate, and advanced. Training will take place in Spring 2013, from March 5 through June 6, 2013. Training will be delivered on-site at the Meyer Corporation Fairfield plant. All successful completers will receive Certificates of Success.

Meyer Corporation will compensate the district \$9,400.00 for all educational services rendered. The cost is inclusive for all instruction and teaching/training materials, except for textbooks, which will be purchased by the District and billed separately.

A copy of the Agreement will be available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce and Economic Development. It is our recommendation that the Governing Board approve the Agreement as attached.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 9,400.00 revenue
CEO 2012-13 Goals: #5

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Deborah Mann, Director
Workforce and Economic Development

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

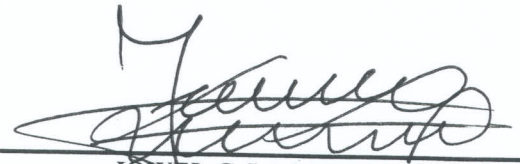
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is entered into by and between **SOLANO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as "District" and **MEYER CORPORATION, ONE MEYER PLAZA, VALLEJO, CA 94590**, hereinafter referred to as "Meyer Corporation."

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide English as a Second Language training for up to 30 employees.
- B. The District will develop, coordinate, deliver, and evaluate the training. Employees will attend 56 hours of training in three groups, beginning, intermediate and advanced. Training will take place in Spring 2013, from March 5 through June 6. Instruction will be delivered on-site at the Meyer Corporation Fairfield plant, 2001 Meyer Way. Each employee will receive texts and materials, based on their class level. The textbook costs will be billed to Meyer Corporation in a separate invoice. All successful completers will receive Certificates of Success. Additional training can be scheduled as needed with an addendum to this contract.
- C. Meyer Corporation will identify all employees who will participate in training.
- D. Meyer Corporation will compensate the District for all services rendered and expenses at a rate of nine thousand four hundred dollars and no cents (\$9,400.00.) The cost is inclusive for all instruction and teaching/ training materials, except for textbooks, which will be purchased by the District and billed separately.
- E. Payments by Meyer Corporation to the District will be due upon receipt of invoice. An invoice will be generated when the training is 50% completed.
- F. **IT IS MUTUALLY UNDERSTOOD** that Meyer Corporation and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to Meyer Corporation and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, Meyer Corporation, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of Meyer Corporation. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

Jenny Bledsoe
VP of Human Resources and Consumer Relations
Meyer Corporation
Vallejo, CA

Date _____

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

Date _____

AGENDA ITEM 7.(g)
MEETING DATE March 20, 2013

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

TO: Members of the Governing Board

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

REQUESTED ACTION: APPROVAL

SUMMARY:

During the spring semester 2013 in the month of February 2013, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by Title 5, Chapter 6, Subchapter 2, beginning with §55100.

Government Code Title V, Chapter 6, Subchapter 2, beginning with §55100 Board Policy: 6100
Estimated Fiscal Impact: N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Diane White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

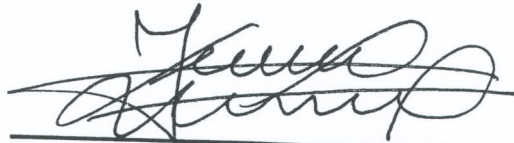
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

During the Spring 2013 semester in the month of February, the Solano Community College Curriculum Committee, a subcommittee of the Academic Senate, approved the following curriculum-related items. The approval of the Governing Board is requested as required by the California Community Colleges Systems Office.

COURSE MODIFICATIONS

- (CP13-39) SPAN 003 Third Semester Spanish Prerequisites, Description, Assessments, Assignments, Content, Textbooks
- (CP13-40) SPAN 004 Fourth Semester Spanish Prerequisites, Description, Assessments, Assignments, Content, Textbooks
- (CP13-41) SPAN 011 Conversational Spanish Assessments, Textbooks
- (CP13-42) SPAN 012 Intermediate Spanish Conversation Prerequisites, Textbooks
- (CP13-43) SPAN 025 Intro. to Latin-American Culture: An Exploration of Identity Through Essay, Film, and Short Story Prerequisites, Textbooks
- (CP13-44) SPAN 031 First Semester Spanish, Part 1 Remove lab, Textbooks
- (CP13-45) SPAN 032 First Semester Spanish, Part 2 Remove lab, Prerequisites, Textbooks
- (CP13-46) SPAN 033 Second Semester Spanish, Part 1 Remove lab, Prerequisites, Textbooks
- (CP13-47) SPAN 034 Second Semester Spanish, Part 2 Remove lab, Prerequisites, Textbooks
- (CP13-48) SPAN 061M Beginning Spanish, Part 1 for Medical Workers Remove lab, Textbooks
- (CP13-49) SPAN 062M Beginning Spanish, Part 2 for Medical Workers Remove lab, Prerequisites, Textbooks
- (CP13-50) SPAN 063M Beginning Spanish, Part 3 for Medical Workers Remove lab, Prerequisites, Textbooks
- (CP13-51) SPAN 064M Beginning Spanish, Part 4 for Medical Workers Remove lab, Prerequisites, Textbooks

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

TO: Members of the Governing Board

**SUBJECT: EMPLOYMENT CONTRACT BETWEEN THE SOLANO
COMMUNITY COLLEGE DISTRICT AND VICE
PRESIDENT OF FINANCE AND ADMINISTRATION**

REQUESTED ACTION: APPROVAL

SUMMARY:

The Contract for Employment is entered into by and between the Solano Community College District and Vice President of Finance and Administration. Employee's term of employment shall commence on February 1, 2013 and end on June 30, 2015. Upon the expiration of this contract, the District may reemploy Employee in his administrative position in accordance with Education Code Section 72411 and Board Policy No. 4850. Employee shall be paid salary on a monthly basis according to the appropriate salary schedule, Range 54. The salary schedule is based on 223 duty days of service per year, excluding annual vacation and paid holidays and shall be paid monthly in twelve equal payments on the last working day of the month.

A copy of the Employment Contract is attached for review.

Government Code: EC Section 72411 Board Policy: 4850 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

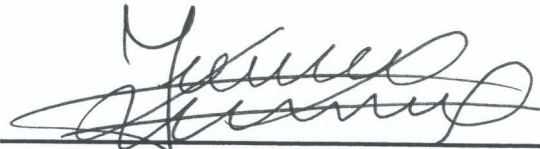
ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Solano Community College

Employment Contract

1. **INTRODUCTION:** This Contract for Employment ("Contract") is mutually entered into by and between the Solano Community College District ("District") and Yulian Ligioso, ("Employee") pursuant to the provisions of California Education Code section 72411 to establish the terms and conditions for the Board to retain Employee to provide services as described herein.
2. **POSITION:** Subject to the terms and conditions stated in this Contract, Employee is assigned to the position of Vice President, Finance and Administration. Employee understands that his employment in this classified administrative position is based upon trust, confidence, and anticipated cooperation and support in furtherance of the management of the District.
3. **TERM OF EMPLOYMENT:** Subject to the terms and conditions stated herein, Employee's term of employment shall commence on February 1, 2013 and end on June 30, 2015. Upon the expiration of this Contract, the District may reemploy Employee in his administrative position in accordance with Education Code section 72411 and Board Policy No 4850.2(B)(2)(a)(ii). Alternatively, at its discretion and for any reason satisfactory to the Governing Board, the District may choose not to reemploy the Employee in an administrative position beyond the Contract's expiration date. The District shall notify Employee of the District's decision not to reemploy the Employee at least six months prior to the expiration of the Contract, which shall constitute the sole and exclusive notice to which the Employee is entitled. In the absence of such notice not to reemploy, the Employee shall be deemed to be reemployed by appointment for one year. If the Employee is reemployed by appointment for one year, the District shall thereafter notify Employee of the District's decision not to reemploy the Employee by the following March 15. Any extension of this contract for a term of more than one (1) year must be in writing. Any oral agreements to the contrary are of no force or effect.
4. **SALARY:** Employee shall be paid salary on a monthly basis according to the appropriate Salary Schedule.
 - a. Employee shall initially be placed on the Administrative Leadership/Supervisory/Confidential Salary Schedule, Range 54.
 - b. The salary schedule is based on 223 duty days of service per year, excluding annual vacation and paid holidays. Employee shall ordinarily be paid monthly in twelve equal payments on the last working day of the month in accordance with provisions of the applicable salary schedule. However, if Employee works for less than 223 days per year, the salary shall be based on a proration of the actual days of service to 223 days. In addition, should Employee work less than twelve (12) months, he may be paid in either twelve equal installments or for actual months worked.
 - c. Advancement on the salary schedule shall be implemented as described in the District policies. Salary to be paid during any term of this Contract may be increased during the term of Contract by the District.
 - d. Employee shall have July 1 of each fiscal year as an anniversary date and shall receive any annual increment on that date until reaching the top step on the salary

schedule for the appropriate salary class. Employee must be employed with the District as least six (6) months before being eligible for an initial annual increment on July 1.

5. **VACATION**: Vacation benefits are awarded on a fiscal year basis from July 1-June 30. Employees shall accrue vacation in accordance with the schedule below:

| <u>Years of Service</u> | <u>223 Workdays*</u> | <u>189 Workdays**</u> | <u>199 Workdays**</u> | <u>209 Workdays**</u> |
|--------------------------------|-----------------------------|------------------------------|------------------------------|------------------------------|
| 1 month through 10 years | 22 days/yr | 0 days/yr | 0 days/yr | 0 days/yr |
| 11 years through 15 years | 23 days/yr | 1 day/yr | 1 day/yr | 1 day/yr |
| 16 years through 20 years | 24 days/yr | 2 days/yr | 2 days/yr | 2 days/yr |
| 21 years and above | 25 days/yr | 3 days/yr | 3 days/yr | 3 days/yr |

* Employees working 223 working days shall accrue vacation time.

** Employees working less than 223 working days shall be paid for their days of vacation.

- a. Vacation shall be scheduled at times mutually agreed upon by Employee and the supervisor. Prior to taking vacation, Employee must complete the request for leave form, obtain verification of available vacation time from the Human Resources Department and obtain approval from his immediate supervisor.
- b. Employee is entitled to carry over up to two years worth of accrued vacation entitlement each year. However, the total number of accrued paid vacation days shall not exceed the vacation entitlement for two (2) years as of September 1 of each year. Once Employee has accrued two (2) years of unused vacation entitlement, no further vacation time shall be accrued until such time as Employee's accrued vacation entitlement falls below two (2) years. However, if the employee has requested and has not been permitted to take earned vacation, with written documentation that the request has been denied, he shall be paid at time and one-half for the vacation days requested that exceed the two-year entitlement. Employees are encouraged to schedule and use vacation throughout the year.
- c. Once Employee has completed six months of employment in regular status, Employee shall be entitled upon separation from service to a lump-sum compensation, at the regular rate, for all earned and unused vacation, up to a maximum of a two-year vacation accrual.

6. **SICK LEAVE**: Employee shall earn 1.2 days sick leave for each month worked per year. Sick leave may be accumulated without limitation and may be transferred to or from any District in California, as provided by law. The District reserves the right to require medical verification for any absence of more than three consecutive days that is charged as sick leave.

Employee shall be entitled to use five (5) days of his annual sick leave entitlement for personal necessities. Personal necessity leave shall ordinarily be granted upon request of Employee, provided it meets the standards of the Education Code. Employee shall provide to his immediate supervisor reasonable notice in advance of the intended absence except in the case of death, serious illness or accident.

7. **BENEFITS:**

- a. Beginning on the first day of the calendar month after which service to the District first begins, and continuing during the term of this Contract, Employee and his dependents shall be entitled to receive District-paid medical, vision and dental coverage under plans currently in effect, or as subsequently modified, adopted, or implemented in the future. Employee is entitled to participate in the Medicare Program for educational administrators, as provided for by AB265.
- b. In lieu of District-paid benefits, an employee may submit a medical benefit waiver request to the District. If approved by the District, the employee shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as the member participates in the IRC 125 Flexible Benefit Plan. Reinstatement to a District health plan is subject to the approval of the carrier.
- c. **COBRA Benefits:** Employee has the option of participating in the continuation of benefits as provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). If Employee leaves the District after completing ten consecutive years of full-time service, Employee shall be given the option to continue medical, dental and vision coverage through the District until such time as Employee reaches retirement age provided he pays premiums in advance and subject to provisions of the contracts of the carriers and JPA agreement.
- d. The District expressly reserves the right at any time to modify the above plans, or adopt a plan or plans for benefits completely different from those identified above.

8. **FRINGE BENEFITS**

- a. **Career Increments:** A career increment is an amount paid an employee in recognition of total years of full-time paid regular service as a District employee. Earned career increments will be added to Employee's annual salary beginning July 1 after Employee has reached the increment level. The career increment shall not be paid to Employee while on an unpaid leave of absence. Time spent on an unpaid leave or in special hourly employment shall not be included in calculating years of service.

| <u>Years of Service</u> | <u>Annual Increment</u> |
|-------------------------|-------------------------|
| 10 years | \$1000.00 |
| 15 years | \$1200.00 |
| 19 years | \$1500.00 |
| 20 years | \$1600.00 |
| 25 years | \$2300.00 |
| 29 years | \$3000.00 |

- b. **Stipend for Doctorate Degree:** Employee shall receive an additional stipend of \$2,400 upon possessing or obtaining an earned doctorate from an accredited institution. Accredited institutions are those recognized by the six (6) regional accrediting commissions, state and federal licensing agencies for specialized programs, those listed in publications showing recognized for higher education institutions and those institutions recognized by the California Community College Division of Credentials.

The Juris Doctorate (J.D.) Degree consisting of a minimum of a three-year graduate level program granted by an accredited institution will be recognized as an earned doctorate.

- c. Travel and Transportation: Employee shall be entitled to reimbursement for the actual cost of approved travel expenses, including lodging, meals, airplane, railroad, private vehicle travel, registration fees, incidental travel expenses, and mileage rates as set annually by the Governing Board.
- d. Life Insurance: A group insurance policy for Employee shall be provided at a total cost not to exceed \$2,500 per fiscal year.
- e. Tax Sheltered Annuities: Employee may submit a medical benefit waiver request to the District. If approved by the District, Employee shall be permitted to convert \$1,500 to a tax sheltered annuity plan or receive the money in cash as long as Employee participates in the District's IRC 125 Flexible Benefit Plan. Participation and reinstatement to a District health plan is subject to the approval of the carrier.
- f. Golden Handshake/Early Retirement Incentive:
 - 1) The District may implement the provisions of Education Code Section 87488, so long as it is operative, if the following conditions are met:
 - 1. Employee is eligible for State Teacher's Retirement System;
 - 2. The minimum number of employees, as set by the Governing Board, sign up to participate in the plan;
 - 3. Employee submits a letter prior to the beginning of the spring semester indicating when he wishes to retire;
 - 4. The retirement date is effective during the window period set by the governing board;
 - 5. The District has certified to the chancellor, prior to the formal action becoming effective, that the net effect of the formal action will result in no costs to the State Teacher's Retirement System or the District.
 - 2) Employee shall be considered for any other early retirement incentive bonuses that are offered by the Governing Board to other academic groups.
- g. Employee Retirement Benefits: Employees with ten (10) or more years of service who retire shall have the opportunity of one of the District-paid retirement options listed below. The option chosen at the time of retirement is irrevocable. Employee and his spouse or registered domestic partner shall be entitled to participate for the time period stated. Employee and/or his spouse or registered domestic partner must enroll in Medicare upon becoming eligible, and the benefits offered herein shall be coordinated with Medicare.

- 1) Ten (10) years of medical and vision for employee and spouse or spouse or registered domestic partner domestic partner; either ten (10) years of dental for employee and spouse or registered domestic partner or \$250 per year of service with the District to a maximum of 25 years.
- 2) Eight (8) years of medical for employee and spouse or registered domestic partner with the lowest premiums at the time of retirement, eight (8) years of dental for employee and spouse or registered domestic partner (annual maximum of \$1,500 and no orthodontia coverage) and eight (8) years of vision for employee and spouse or registered domestic partner and \$5,000 payment at the end of the 1st year of retirement.
- 3) Five (5) years of medical, dental and vision for employee and spouse or registered domestic partner and \$10,000 payable to the employee in the 6th and 7th years in \$5,000 installments (at the end of each fiscal year).
- 4) No health and welfare benefits provided but will receive \$20,000 in the 1st through 4th years in \$5,000 installments (at the end of each fiscal year).

The District shall reimburse Employee for any costs, if any, incurred by Employee or his spouse or registered domestic partner that result from coordinating benefits with Medicare.

9. **DUTIES AND RESPONSIBILITIES:**

- a. Employee shall serve as Vice President for Finance and Administration for Solano Community College District. Employee shall devote his time, skills, labor and attention to managing, administering and supervising the affairs of the position to which he is assigned, including all of the responsibilities specified in the job description for the assigned position and/or as may otherwise be assigned by the Superintendent-President at the District's discretion. A job description for the position of Vice President of Finance and Administration is by reference incorporated into this agreement by reference.
- b. Employee shall render twelve (12) months of full and regular services to the Solano Community College District during each annual period covered by this agreement, except as otherwise provided in this agreement.

10. **CONDITIONS OF EMPLOYMENT:** This Contract is subject to all applicable laws of the State of California, which are hereby made a part of the terms and conditions of this Contract. In the event the terms of this Contract conflict with any rule of law or regulation of the State of California in force on the effective date of this Contract, the applicable law or regulation shall govern.

It is further expected that the District's Board Policies shall provide guidance, structure and organization to the parties' employment relationship, to the extent said policies are not in conflict with this Contract. The guidelines contained within the Board Policies are neither exclusive nor comprehensive, and the District reserves its exclusive right to review and update, change, amend or terminate its policies at any time for any reason, with or without notice. Except as provided for herein and to the extent applicable, said updates, changes, amendments, or deletions shall be effective at the time implemented.

In the event any provision of the District policies conflicts with this Contract, this Contract shall supersede and the rights and obligations of the parties under this Contract shall govern. A "conflict" includes, but shall not be limited to, any difference in substance or procedure on the same subject matter that is set forth in this Contract. In the event there is any question as to whether any Board Policy is in conflict with this Contract, the District's interpretation of its own policies shall govern.

11. **EVALUATIONS:** The evaluation shall be performed according to the following procedures: Employee shall be annually evaluated by the President or his designee according to the policy adopted for the Administrative/Confidential group, except that a 360-feedback survey will be used as part of the evaluation at least every two years at the discretion of the district. In the event the Employee is reemployed by the District beyond the term of this Contract, the employee shall be evaluated as frequently as required by applicable District policies. The evaluation components and procedure shall be followed in accordance with the general timeline set by the District and the availability of the parties. The adopted District policies and regulations regarding evaluations are intended to provide guidance for completing the evaluation process.
12. **ADMINISTRATIVE REQUIREMENTS:** Upon assuming his duties, Employee, if new to the District, shall submit evidence of a negative chest x-ray or intradermal tuberculosis test, sign a loyalty oath, W-4 form, retirement form, and be fingerprinted within 10 days.
13. **REASSIGNMENT:** Employee may be reassigned during the term of this contract in accordance with Article 4850.2 of the Board Policies. The term "reassignment" includes the discretionary appointment to another administrative or classified position during the term of this Contract, whether occurring at the District's discretion, upon the request of the Employee, or upon a mutual termination of this Contract. The District shall provide written notice of reassignment to Employee at least ninety (90) days in advance of the reassignment date. If Employee is involuntarily reassigned, there shall be no loss of salary and/or benefits to Employee for the remainder of the fiscal year in which the reassignment is made.
14. **EMPLOYEE TERMINATION OF CONTRACT:** Employee may terminate this Contract at any time by submitting a written request for resignation or other separation from employment with the District to the Superintendent/President, which will be forwarded to the Governing Board for consideration.
15. **HOLD HARMLESS:** Upon the written request of the Administrator, the District shall provide for the defense of any civil action or proceeding brought against the Administrator by a person or entity other than the District when the civil action or proceeding is based on an act or omission within the scope of the Administrator's employment with the District subject to the following:
 - a. The Administrator agrees to cooperate with the District and its legal counsel to the extent necessary to provide for the defense.
 - b. The choice of counsel is within the District's discretion.
 - c. The District is required by the Government Code to provide such defense or, when defense is discretionary, the District exercises its discretion to provide for such defense.

16. **SEVERABILITY:** If any term or provision of this Contract shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms or provisions of this Contract shall remain in force and effect.

17. **DISMISSAL OR IMPOSITION OF PENALTIES DURING THE TERM OF THE AGREEMENT:**

- a. During the term of this Agreement, the grounds and procedures for the imposition of penalties on and/or the dismissal from employment of the administrator, if holding tenure as a faculty member, shall be in accordance with the provisions of the Education Code applicable to faculty members (Article 4 (commencing with Section 87660) and Article 6 (commencing with section 87730) of Chapter 3, Part 51 of Division 7).
- b. During the term of this Agreement, the Employee, if he has attained permanency as a classified employee may be dismissed for cause from his employment with the District under the procedures and for any of the grounds applicable to non-administrative classified employees, as established in Board Policy 4770 et seq. and the appropriate classified collective bargaining agreement, if applicable.
- c. If the Employee does not hold tenure as a faculty member and has not attained permanency as a classified employee, the Employee may be disciplined or dismissed from his Classified Management position for breach of this Agreement, an unsatisfactory evaluation, physical or mental inability to perform, the failure to perform assigned duties and responsibilities, as well as any of the grounds set forth in Board Policy 4770.2. In addition, conduct endangering the health or well-being of students, staff or others, shall be cause for immediate suspension or suspension leading to dismissal.
 1. The District shall not dismiss an employee from his Classified Management position or otherwise impose any other penalties during the term of his contract or appointment, unless a written statement of the grounds for termination has first been served upon the affected administrator.
 2. The administrator shall be given a reasonable opportunity to address the concerns raised in the statement of grounds, either in writing or in a conference with the Superintendent-President.
 3. The Administrator shall have the right to have a representative of his choice at his expense at the conference with the Superintendent/President.
 4. The conference with the Superintendent/President, as the District's designee, shall constitute the Administrator's exclusive right to any hearing otherwise required by law.
- d. Early Termination for Reassignment. The Board unilaterally and without cause may terminate this Agreement and the Vice President's status as Vice President and reassign the Vice President to any available position which the Vice President is

qualified to perform by providing the Vice President a minimum of forty-five (45) day's notice of termination and reassignment. In consideration of the Board's right to terminate this Agreement without cause, the District shall continue to pay to the Vice President his then current salary for the remainder of the term of this Agreement or for a period of six (6) calendar months following the effective date of reassignment, whichever is less. If the Vice President elects not to accept the position to which the Vice President has been reassigned, the Vice President may resign and elect to receive the difference between the Vice President's then current monthly salary and the monthly salary rate for the position to which the Vice President has been reassigned for the remainder of the term of this Agreement or for a period of three (3) calendar months following the effective date of termination and reassignment, whichever is less.

18. **MAXIMUM CASH SETTLEMENT:** In accordance with Government Code section 53260 and 53621, in the event of a material breach in termination of this Contract, the parties agree that any cash settlement shall not exceed the sums due as total compensation for the unexpired term of this Contract. However, if the unexpired term of the Contract is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any such settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement or until the employee finds other employment, whichever occurs first.
19. **EXEMPT STATUS:** The Vice President for Finance and Administration is exempt from overtime provisions of District policies and state and federal law.
20. **ENTIRE CONTRACT:** This Contract contains the entire Contract and understanding between the parties, and supersedes any prior agreements entered into between the parties relating to the employment of Administrator. There are no oral or written understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Contract.
21. **MODIFICATION:** The parties recognize that any agreement may be modified or terminated by mutual consent of the parties. The parties agree that no contract provision shall be modified unless the requested modification is submitted to the other party forty-five (45) days prior to the proposed date of the requested modification. The parties recognize that this contract is a public document, as well as an employment agreement, and any change shall be announced at a regular meeting, together with the roll-call vote thereon as provided by law. This Contract cannot be changed or supplemented orally.
22. **NON-WAIVER:** Non-enforcement of, or exceptions made to any portion of this Contract shall not constitute a waiver of that provision of this Contract in the future. Any provision herein may only be waived in writing as an amendment to this Contract. Any such waiver shall, under no circumstances, be deemed a waiver of any other portion of this Contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract on the dates indicated below.

Superintendent-President

Date

Vice President, Finance and Administration

Date

AGENDA ITEM 9.(b)
MEETING DATE March 20, 2013

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION – EXECUTIVE
BONDS MANAGER

REQUESTED ACTION: APPROVAL

SUMMARY:

The attached job description represents the first person to be hired for the Measure Q Bond. It is at a higher level than the norm. The rationale is to have a high-level professional who has run bonds before and who can make executive decisions. This person will report to the Superintendent-President, and similar to our vice presidents, will make reports to the Board and interact with the College community. This will free up the Vice President of Finance and Administration to attend to the myriad of issues involving budget and finance.

Government Code N/A Board Policy: Estimated Fiscal Impact: Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

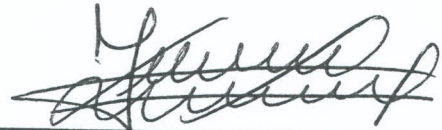
ADDRESS

707 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

March 8, 2013
DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 8, 2013
DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

Solano Community College District

CLASS TITLE: EXECUTIVE BONDS MANAGER

Responsibilities

Executive Bonds Manager's duties shall include, but not necessarily be limited to the following:

MEASURE G RESPONSIBILITIES

- Oversee completion of Measure G bond program and ongoing projects

MEASURE Q RESPONSIBILITIES

PROGRAM PLANNING

- Oversee and advise on completion of the ongoing Facilities Master Plan for SCCD,
- Develop a strategy for planning, programming, designing and constructing all Measure Q and state-funded projects,
- Develop a strategy for staffing/outsourcing program management, project management and construction management services,
- Develop processes and procedures for procuring professional services necessary for planning, programming, designing and constructing all capital improvement projects,
- Develop processes and procedures necessary to implement financial controls and program/project/construction management reporting systems,
- Oversee and advise on the development of environmental stewardship, energy conservation and sustainable design guidelines, and
- Develop processes and procedures to meet District's energy and sustainability goals

PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT

- Plan, direct and ensure the effective execution of all bond measure project activities district – wide,
- Ensure bond program operations are executed in accordance with the SCCD procedures and policies,
- Plan, direct and be responsible for effectively managing the implementation of strategic plans related to the facilitation of construction projects,
- Develop and implement a course of action to effectively and efficiently implement processes and procedures for Measure Q projects,
- Review and negotiate all program service contracts,
- Ensure timely completion of construction projects and adherence to contractual requirements are accomplished,

- Oversee preconstruction and construction progress and team performance to ensure conformance with schedule, budget and contractual requirements and,
- Identify and manage risk and advise the Superintendent/President on mitigation options.

FINANCIAL CONTROLS AND REPORTING

- Oversee preparation and maintenance of program master budget, project budgets, construction schedules and master program schedule,
- Report bond activity to the Citizen's Bond Oversight Committee, Board of Trustees, Superintendent/President and other applicable district staff,
- Direct, lead and be accountable for the annual budget for capital expenditures, programs, professional services and other assigned projects allocated for bond and state funding,
- Assure expenditures have internal controls to uphold the integrity of bond measures federal, state, local and district regulations, and
- Implement and maintain effective systems of communication within and outside the district to ensure constructive relationships and the adequate flow of information.

REQUIRED EXPERIENCE:

- Ten or more years of experience in architecture, engineering and/or major capital program management of which at least five years has been on community college or K-12 capital improvement programs and construction projects,
- Knowledge of and experience managing alternative project delivery methods for California educational projects including;
 - Design-Build
 - Lease-Leaseback
 - CMAR
- Knowledge of and experience managing Proposition 39 bonds in California,
- Knowledge of and experience with applicable Public Private Partnership (P3) legislation and delivery methods in California,
- Knowledge of and experience managing projects requiring approval by the California Division of the State Architect,
- Knowledge of and experience managing all California State Chancellor's Office submittals,
- Knowledge of program/project management systems, including scheduling software,
- Effective verbal and written communication skills including the advanced ability to foster and maintain effective interpersonal relationships,
- Ability to provide leadership and financial management support to a large bond program,
- Ability to demonstrate the competencies of achieving results, communication and building teamwork and,
- Demonstrated and excellent communication and management skills as well as a commitment to diversity in the workplace are essential.

EDUCATION AND REGISTRATION:

Bachelor's degree from four-year college or university in architecture, engineering, construction management, landscape architecture, planning or business administration or related field. A Master's degree in either of the above discipline is highly preferred.

Registration and/or certification in respective field are preferred.

COMPENSATION: RANGE 54**FUNDING SOURCE: ALLOWABLE EXPENSE UNDER MEASURE Q**

BOARD APPROVAL: _____

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

TO: Members of the Governing Board

**SUBJECT: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE ISSUANCE OF 2013 GENERAL
OBLIGATION REFUNDING BONDS, RESOLUTION NO.
12/13-22**

REQUESTED ACTION: APPROVAL

SUMMARY:

An election was held in the Solano Community College District (the "District") on November 5, 2002, for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$124,500,000 (the "2002 Authorization"). Pursuant to the Authorization, the District has previously issued its \$44,495,279.20 General Obligation Bonds, Election of 2002, 2006B (the "2006B Bonds"). On March 8, 2005 the District issued \$81,349,811.70 2005 General Obligation Refunding Bonds (the "2005 Refunding Bonds") which advance refunded portions of the Election of 2002 Series 2003A Bonds.

The District now desires to issue up to \$62,500,000 of refunding bonds (the "Bonds") to refund all or a portion of the outstanding 2006B Bonds, and the 2005 Refunding Bonds (together, the "Prior Bonds").

| <i>Government Code: N/A</i> | <i>Board Policy:</i> | <i>Estimated Fiscal Impact: \$</i> |
|-----------------------------|----------------------|------------------------------------|
|-----------------------------|----------------------|------------------------------------|

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Yulian I. Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

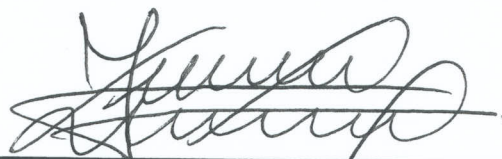
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

WHEREAS, A duly called election was held in the Solano Community College District (the "District"), Solano County (the "County") and Yolo County (together with Solano County, the "Counties"), State of California, on November 5, 2002, and thereafter canvassed pursuant to law;

WHEREAS, At such election there was submitted to and approved by the requisite fifty-five percent vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$124,500,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "2002 Authorization");

WHEREAS, On September 12, 2006, the District caused the issuance of the second series of bonds under the Authorization in the aggregate principal amount of \$44,495,179.20, styled as "Solano Community College District, Solano and Yolo Counties, California, General Obligation Bonds, Election of 2002, Series 2006B (the "2006B Bonds");

WHEREAS, On March 8, 2005, the District issued, pursuant to Section 53550 *et seq.* of the California Government Code, general obligation refunding bonds in a principal amount of \$81,349,811.70 to refund a portion of the then outstanding Series 2003A Bonds of the 2002 Authorization (the "2005 Refunding Bonds");

WHEREAS, Pursuant to Section 53550 *et seq.* of the California Government Code, the Board of Trustees (the "Board") of the District, finds that the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding 2006B Bonds, and the 2005 Refunding Bonds (together, the "Prior Bonds") (so refunded, the "Refunded Bonds");

WHEREAS, All acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and whereas the indebtedness of the District, including this proposed issue of the Refunding Bonds, is within all limits prescribed by law; and

WHEREAS, At this time, the Board desires to appoint professionals related to the issuance of the Refunding Bonds;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES
OF THE SOLANO COMMUNITY COLLEGE DISTRICT AS FOLLOWS:**

SECTION 1. Purpose. To refund all or a portion of the outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

connection therewith, the District hereby authorizes the issuance of the Refunding Bonds in two series, to be styled as the "Solano Community College District (Solano and Yolo Counties, California) 2013 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt)", and "Solano Community College District (Solano and Yolo Counties, California) 2013 General Obligation Refunding Bonds, Series B (Federally Taxable)," in an aggregate principal amount not-to-exceed \$62,500,000. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board does hereby authorize the appointment Wells Fargo Bank, National Association as Paying Agent (defined herein) for the Refunding Bonds on behalf of the District.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Chancellor of the District (the "President") or the Vice President, Finance and Administration of the District (the "Vice-President"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4. Approval of Purchase Contract. The form of bond purchase contract (the "Purchase Contract") by and between the District and Piper Jaffray & Co. acting as representative of itself and RBC Capital Markets, LLC (together, the "Underwriters"), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Board, is hereby approved and the President of the Board of Trustees, the President, and the Vice-President, and such other officer or employee of the District as may be designated for such purpose (collectively, the "Authorized Officers"), each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that (i) the maximum interest rate on the Refunding Bonds shall not exceed the maximum interest rate authorized by law, and (ii) the Underwriter's discount, excluding original issue discount, shall not exceed 0.4% of the aggregate principal amount of the Refunding Bonds. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$62,500,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **"Authorization"** means the authorization received by the District to issue the Prior Bonds at an election held on November 5, 2002.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS

RESOLUTION NO. 12/13-22

(b) **"Act"** means Sections 53550 *et seq.* of the California Government Code.

(c) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal of and interest on the Refunding Bonds.

(d) **"Bond Payment Date"** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year, commencing August 1, 2013, with respect to the interest on the Refunding Bonds, and August 1 of each year, commencing August 1, 2013, with respect to the principal payments on the Refunding Bonds.

(e) **"Code"** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **"Depository"** means, initially, DTC, and thereafter the securities depository acting as Depository pursuant to Section 6(c) hereof.

(g) **"DTC"** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(h) **"Escrow Agent"** means Wells Fargo Bank, National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(i) **"Escrow Agreement"** means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

(j) **"Federal Securities"** means securities as permitted, in accordance with the authorizing resolutions pursuant to which the Prior Bonds were issued, to be deposited with the Escrow Agent for the purpose of defeasing the Prior Bonds.

(k) **"Information Services"** means Financial Information, Inc.'s "Financial Daily Called Bond Service; Standard & Poor's J.J. Kenny Information Services' Called Bond Service; or Mergent Inc.'s Called Bond Department.

(l) **"Nominee"** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(m) **"Outstanding"** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Refunding Bonds canceled at or prior to such date;

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution.

(n) **"Owners" or "Registered Owner"** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(o) **"Participants"** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(p) **"Paying Agent"** means Wells Fargo Bank, National Association, or any successor financial institution, acting as paying agent, verification agent, transfer agent, bond registrar for the Refunding Bonds.

(q) **"Record Date"** means the close of business on the fifteenth day of the month preceding each Bond Payment Date.

(r) **"Securities Depository"** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

(s) **"Term Bonds"** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

SECTION 6. Terms of the Refunding Bonds.

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of \$5,000 or any integral multiple thereof. The Refunding Bonds will be initially registered to "Cede & Co.," the nominee of DTC.

Each Refunding Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract (the "Date of Delivery"), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond shall mature later than the final maturity date of each series of the Refunded Bonds to be refunded from proceeds of such Refunding Bond.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, the Purchase Contract may provide that, within a maturity, Refunding Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

With respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the principal amount of such Refunding Bond to be redeemed; and the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

With respect to any notice of redemption of Refunding Bonds pursuant to Section 6(b)(iv) hereof, unless upon the giving of such notice such Refunding Bonds shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by the Paying Agent (or an independent escrow agent selected by the District) on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the principal of, and premium, if any, and interest on, such Refunding Bonds to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, the Refunding Bonds shall not be subject to redemption on such date and the Refunding Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter give notice, to the persons to whom and in the manner in which the notice of redemption was given, that such moneys were not so received.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register (defined herein).

(B) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Securities Depository.

(C) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Bonds.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent (or an independent escrow agent selected by the District), as provided in Section 19 hereof, so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent (or an independent escrow agent selected by the District) for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be irrevocably held in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the register of bonds ("Bond Register") maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such Participant holds an interest in the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each Refunding Bond is registered in the Bond Register as the absolute Owner of such Refunding Bond for the purpose of payment of principal of and premium, if any, and interest on such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on the

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such the Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and transfer amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the transfer amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption price, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement:

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS

RESOLUTION NO. 12/13-22

(Form of [Tax-Exempt] [Federally Taxable] Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA)
2013 GENERAL OBLIGATION REFUNDING BONDS, SERIES [A] [B]

| <u>INTEREST RATE:</u> | <u>MATURITY DATE:</u> | <u>DATED AS OF:</u> | <u>CUSIP</u> |
|-----------------------|-----------------------|---------------------|--------------|
| ___ % per annum | August 1, ___ | _____, 2013 | _____ |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Solano Community College District (the "District") in Solano and Yolo Counties, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially Wells Fargo Bank, National Association. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the District's outstanding (i) [General Obligation Bonds, Election of 2002, 2006B], [2005 General Obligation Refunding Bonds], and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on March 20, 2013 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$_____ principal amount of current interest bonds, of which this bond is a part (each, a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after August 1, 20__ are subject to redemption on or after August 1, 20__ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on August 1, 20__ are subject to mandatory sinking fund redemption on August 1 of each year on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

redemption, without premium. The principal amounts of such Refunding Bonds to be so redeemed and the dates therefore and the final payment date are as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

\$

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Term Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

IN WITNESS WHEREOF, the Solano Community College District, Solano and Yolo Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

SOLANO COMMUNITY COLLEGE
DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2013.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Paying Agent

By: _____
Authorized Representative

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite
name, address and zip code of Transferee):
_____ this bond and irrevocably
constitutes and appoints attorney to transfer this bond on the books for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as
it appears upon the within bond in every particular, without alteration or any
change whatever, and the signature(s) must be guaranteed by an eligible
guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying
number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust
Company to the issuer or its agent for registration of transfer, exchange or payment, and any
bond issued is registered in the name of Cede & Co. or such other name as requested by an
authorized representative of The Depository Trust Company and any payment is made to Cede
& Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR
OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner
hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson &
Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date
of the original delivery of, the bonds. A signed copy is on file in my office.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

(Facsimile Signature)

Secretary of the Board of Trustees

(Form of Legal Opinion)

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of proceeds from the sale of the Refunding Bonds necessary to purchase certain Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the "Solano County Community College District, 2013 General Obligation Refunding Bonds Escrow Fund" (the "Escrow Fund") established under the Escrow Agreement, which amount, if uninvested, shall be sufficient, or if invested, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Solano Community College District, 2013 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer and Tax Collector of the County to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Refunding Bonds. DTC will thereupon make payments of principal of and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal of and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) General. If necessary, there shall be created and established a special fund designated the "Solano Community College District 2013 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by that certain tax certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the "rebate amount" and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District and used for the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the principal of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of principal of or interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

Service Fund, if any, together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service ("Moody's") or Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("Standard & Poor's"). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct general obligations of the United States by either Standard & Poor's or "Aaa" by Moody's.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS**

RESOLUTION NO. 12/13-22

less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on the first respective optional redemption dates of each series of the Refunded Bonds following the issuance of the Refunding Bonds.

(d) The Board hereby appoints Wells Fargo Bank, National Association as Escrow Agent for the Refunding Bonds and approves the form of the Escrow Agreement substantially in the form on file with the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(e) The Board hereby appoints Piper Jaffray & Co. and RBC Capital Markets, LLC as Underwriters, Public Financial Management, as Financial Advisor, and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

SECTION 21. Resolution to Treasurer and Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and Tax Collector of the County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS

RESOLUTION NO. 12/13-22

PASSED, ADOPTED AND APPROVED this 20th day of March, 2013, by the
following vote:

AYES: MEMBERS

NOES: MEMBERS

ABSTAIN: MEMBERS

ABSENT: MEMBERS

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOLANO
COMMUNITY COLLEGE DISTRICT AUTHORIZING THE
ISSUANCE OF 2013 GENERAL OBLIGATION REFUNDING BONDS

RESOLUTION NO. 12/13-22

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Solano
Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a
regular meeting of the Board of Trustees of said District duly and regularly and legally
held at the regular meeting place thereof on March 20, 2013, of which meeting all of the
members of the Board of Trustees of said District had due notice and at which a quorum
was present.

I have carefully compared the same with the original minutes of said meeting on
file and of record in my office and the foregoing is a full, true and correct copy of the
original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its
adoption, and the same is now in full force and effect.

Dated: March 20, 2013

Secretary to the Board of Trustees of the
Solano Community College District

AGENDA ITEM 9.(d)
MEETING DATE March 20, 2013

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

TO: Members of the Governing Board

**SUBJECT: A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT
AUTHORIZING THE ISSUANCE OF SOLANO
COMMUNITY COLLEGE DISTRICT (SOLANO AND
YOLO COUNTIES, CALIFORNIA) ELECTION OF 2012
GENERAL OBLIGATION BONDS, SERIES A AND SERIES
B AND ACTIONS RELATED THERETO, RESOLUTION
NO. 12/13-23**

REQUESTED ACTION: APPROVAL

SUMMARY:

An Election was held in the Solano Community College District on November 6, 2012, for the issuance and sale of general obligation bonds of the District for various purposes in the maximum amount of \$348,000,000 (the "Measure Q"). The District now desires to issue its first and second series of bonds under Measure Q in an aggregate amount not-to-exceed \$120,000,000. The Bonds are being authorized for sale as a combination of Tax-Exempt Bonds and Taxable Bonds, to facilitate the prepayment of the District's QECB financing.

Staff recommends approval of Resolution No. 12/13-23 as presented.

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

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Yulian I. Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

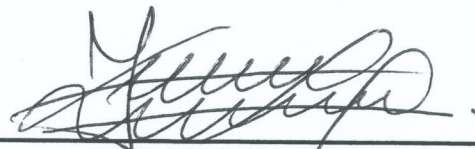
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

WHEREAS, The duly called municipal election was held in the Solano Community College District (the "District"), Solano County (the "County") and Yolo County (together with the County, the "Counties") State of California, on November 6, 2012 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, The Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum amount not-to-exceed \$348,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization");

WHEREAS, At this time this Board of Trustees (the "Board") has determined that it is necessary and desirable to issue the first and second series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$120,000,000, and to be styled as Solano Community College District, Solano County and Yolo Counties, California) Election of 2012 General Obligation Bonds, Series A and B" (the "Bonds");

WHEREAS, Pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Government Code"), the Bonds are authorized to be issued by the District for purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, The Board of Supervisors of the County has provided by resolution pursuant to Education Code Section 15140(b) that the District may issue and sell the Bonds on its own behalf;

WHEREAS, This Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and further as any combination of current interest bonds, capital appreciation bonds, or convertible capital appreciation bonds;

WHEREAS, This Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

WHEREAS, All acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED
BY THE BOARD OF TRUSTEES OF THE SOLANO COMMUNITY COLLEGE
DISTRICT, SOLANO AND YOLO COUNTIES, CALIFORNIA, AS FOLLOWS:**

SECTION 1 Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code in one or more series of taxable or tax-exempt bonds, with appropriate designation if more than one series is issued, and as any combination of Current Interest, Capital Appreciation and Convertible Capital Appreciation Bonds (as defined herein), as set forth in the fully executed Bond Purchase Contract (as defined herein). The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined herein), shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$120,000,000.

SECTION 2 Paying Agent. This Board does hereby appoint Wells Fargo Bank, National Association as the Paying Agent (defined herein) for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 3 Terms and Conditions of Sale. The Bonds shall be sold upon the direction of the Superintendent/President or the Vice-President, Finance and Administration of the District, or such other officers or employees of the District as the Superintendent/President or the Vice-President, Finance and Administration may designate (collectively, the "Authorized Officers"). The Board hereby authorizes the sale

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Piper Jaffray & Co. acting as representative of itself and RBC Capital Markets (the "Underwriters") (as defined herein) to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below.

SECTION 4 Approval of Purchase Contract. The form of contract for purchase of the Bonds (the "Purchase Contract") by and between the District and Piper Jaffray & Co. acting as representative of itself and RBC Capital Markets, LLC (together, the "Underwriters") for the purchase and sale of the Bonds, substantially in the form on file with the Board, is hereby approved and the Authorized Officers, each alone, are hereby authorized and requested to acknowledge the execution of such Purchase Contract; provided, however, that the maximum interest rate on the Bonds shall not exceed the maximum rate permitted by law and the underwriting discount thereon, excluding original issue discount and expenses of the Underwriters, shall not exceed 0.40% of the aggregate principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$120,000,000 and to enter into and execute the Purchase Contract with the Underwriters, if the conditions set forth in this Resolution are satisfied. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriters (but excluding fees of the Bond Insurer, if any), will equal approximately 1.3% of the principal amount of the Bonds.

SECTION 5 Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) **"Accreted Interest"** means, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(b) **"Accretion Rate"** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Principal Amount of a Capital Appreciation Bond or a Convertible Capital Appreciation Bond prior to the Conversion Date, and compounded semiannually on each February 1 and August 1, (commencing on August 1, 2013), produces the Maturity Value on the maturity date (with respect to Capital Appreciation Bonds) and the Conversion Value on the Conversion Date (with respect to Convertible Capital Appreciation Bonds).

(c) **"Accreted Value"** means, as of the date of calculation, with respect to Capital Appreciation Bonds and Convertible Capital Appreciation Bonds prior to the Conversion Date, the Denominational Amount thereof plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1, commencing on August 1, 2013 (unless otherwise provided in the Purchase Contract) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of 12, 30-day months.

(d) **"Beneficial Owner"** means, when used with reference to book-entry Bonds registered pursuant to Section 6 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(e) **"Bond Insurer"** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal, Conversion Value and Maturity Value of and interest on the Bonds.

(f) **"Bond Payment Date"** means, as applicable (and unless otherwise provided by the Purchase Contract), (i) with respect to the Current Interest Bonds, February 1 and August 1 of each year commencing August 1, 2013 with respect to interest thereon, and the stated maturity dates thereof with respect to the Principal payments on the Current Interest Bonds, (ii) with respect to interest on the Convertible Capital Appreciation Bonds, February 1 and August 1 of each year, commencing on the first February 1 or August 1 following the respective Conversion Dates thereof, and the stated maturity dates thereof with respect to the Conversion Value of the Convertible Capital Appreciation Bonds,

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

and (iii) with respect to the Capital Appreciation Bonds, the stated maturity dates thereof.

(g) **"Capital Appreciation Bonds"** means the Bonds the interest component of which is compounded semiannually on each February 1 and August 1 (commencing on August 1, 2013 (unless otherwise provided in the Purchase Contract)) to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement or Purchase Contract, as the case may be.

(h) **"Code"** means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(i) **"Continuing Disclosure Certificate"** means that certain Continuing Disclosure Certificate executed by the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, dated as of the date of issuance of the Bonds, as amended from time to time in accordance with the provisions thereof.

(j) **"Conversion Date"** means, with respect to Convertible Capital Appreciation Bonds, the date from which such Bonds bear interest on a current, periodic basis.

(k) **"Conversion Value"** means, with respect to Convertible Capital Appreciation Bonds, the Accreted Value as of the Conversion Date.

(l) **"Convertible Capital Appreciation Bonds"** means the Bonds the interest component of which is compounded semiannually to the respective Conversion Dates thereof as shown in the table Accreted Values for the Bonds in the Official Statement or Purchase Contract, as the case may be, and which bear interest from such respective Conversion Dates on the Conversion Value thereof, payable semiannually on each Bond Payment Date.

(m) **"Current Interest Bonds"** means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(n) **"Dated Date"** means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Purchase Contract or Official Statement.

(o) **"Denominational Amount"** means the initial Principal Amount of any Capital Appreciation Bond or Convertible Capital Appreciation Bond.

(p) **"Depository"** means the entity acting as securities depository for the Bonds pursuant to Section 6(c) hereof.

(q) **"DTC"** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(r) **"Fair Market Value"** means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(s) **"Holder" or "Owner"** means the registered owner of a Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(t) **"Information Services"** means Financial Information, Inc.'s Financial Daily Called Bond Service; Mergent, Inc.'s Called Bond Department; or Standard & Poor's J.J. Kenny Information Services' Called Bond Service.

(u) **"Maturity Value"** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(v) **"Nominee"** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(w) **"Non-AMT Bonds"** means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(x) **"Official Statement"** means the Official Statement for the Bonds, as described in Section 17 hereof.

(y) **"Outstanding"** means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Bonds for the payment or redemption of which funds or Federal Securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 19 of this Resolution

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(z) **"Participants"** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(aa) **"Paying Agent"** means, initially, Wells Fargo Bank, National Association, and afterwards any successor thereto, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds.

(bb) **"Permitted Investments"** means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider rated in at least the second highest category (without regard to gradation) by each Rating Agency then rating the Bonds and approved by the Bond Insurer, if any, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the county investment pool maintained by the Treasurer of the County, and (vi) State and Local Government Series Securities.

(cc) **"Principal" or "Principal Amount"** means, with respect to any Current Interest Bond, the Principal Amount thereof, with respect to any Capital Appreciation Bond or Convertible Capital Appreciation Bond, the Denominational Amount thereof.

(dd) **"Qualified Non-AMT Mutual Fund"** means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(ee) **"Qualified Permitted Investments"** means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(ff) **"Rating Agencies"** means (i) Standard & Poor's Rating Service, a Standard & Poor's Financial Services LLC business, (ii) Fitch Ratings and (iii) Moody's Investors Service.

(gg) **"Record Date"** means the close of business on the 15th day of the month preceding each Bond Payment Date.

(hh) **"Securities Depository"** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320.

(ii) **"Taxable Bonds"** means any Bonds not issued as Tax-Exempt Bonds.

(ij) **"Tax-Exempt Bonds"** means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(kk) **"Term Bonds"** means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(ll) **"Transfer Amount"** means, (i) with respect to any Outstanding Current Interest Bond, the Principal Amount, (ii) with respect to any Outstanding Capital Appreciation Bond, the Maturity Value, and (iii) with respect to any Outstanding Convertible Capital Appreciation Bonds, the Conversion Value.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(mm) **"Treasurer"** means the Treasurer-Tax Collector of the County, or other comparable officer of the County.

(nn) **"Underwriters"** means the underwriters of the Bonds appointed in Section 24(b) hereof.

SECTION 6 Terms of the Bonds.

(a) **Denomination, Interest, Dated Dates.** The Bonds shall be issued as fully registered bonds registered as to both Principal and interest, in the following denominations: (i) with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, (ii) with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof, and (iii) with respect to Convertible Capital Appreciation Bonds, \$5,000 Conversion Value or any integral multiple thereof. The Bonds shall bear or accrete interest at a rate or rates such that the interest rate shall not exceed that authorized at the Election. The Bonds will initially be registered to "Cede & Co.", the Nominee of the Depository Trust Company, New York, New York.

Each Current Interest Bond shall be dated as of the Dated Date, and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of 12, 30-day months.

The Capital Appreciation Bonds shall mature in the years, shall be issued in aggregate Principal Amounts, shall have Accretion Rates and shall have denominations per each \$5,000 in Maturity Value as shown in the Accreted Value Table attached to the Official Statement or Purchase Contract. The Convertible Capital Appreciation Bonds shall mature in the years, shall be issued in the aggregate Principal Amounts, shall have Accretion Rates and shall have denominations per each \$5,000 in Conversion Value as shown in such Accreted Value Table; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value caused to be calculated by the District and approved by the Bond Insurer, if any, by application of the definition of Accreted

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond or Convertible Capital Appreciation Bond, as applicable.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial delivery. Capital Appreciation Bonds will not bear interest on a current basis.

Prior to their respective Conversion Dates, each Convertible Capital Appreciation Bond shall not bear current interest but will accrete in value through the Conversion Date thereof, from its Denominational Amount on the Date of Delivery thereof to its Conversion Value on the applicable Conversion Date. From and after its Conversion Date, each Convertible Capital Appreciation Bond will bear current, periodic interest, and such interest will accrue based upon the Conversion Value of such Bonds at the Conversion Date. No payment will be made to the Owners of Convertible Capital Appreciation Bonds on the respective Conversion Dates thereof.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District and, if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that (A) the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof, (B) the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof, (C) and the portion of any Convertible Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Conversion Value thereof.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

The Purchase Contract may provide that (i) in the event that any portion of Bonds subject to mandatory sinking fund redemption are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bonds shall be reduced proportionately, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bonds optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount, Conversion Value or Accreted Value of such Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(b) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

A certificate of the Paying Agent or the District that a notice of redemption has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

With respect to any notice of redemption of Bonds (or portions thereof) pursuant to Section 6(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 19 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal, Conversion Value and Maturity Value of, and premium, if any, and interest on, such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the notice of redemption was given that such moneys were not so received. In addition the District shall have the right to rescind any notice of redemption, by written notice to the Paying Agent on or prior to the date fixed for redemption. The Paying Agent shall distribute a notice of recession of such notice in the same manner that the notice of redemption was originally provided.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside as provided in Section 19 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b) hereof, together with interest accrued to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds and Convertible Capital Appreciation Bonds after the Conversion Date, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Conversion Value, and Principal of, and premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Accreted Value, Conversion Value, or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value, Conversion Value, or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value, Conversion Value, or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value, Conversion Value, or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book-entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Accreted Value, Conversion Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value, Conversion Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Conversion Value, Maturity Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 7 Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary of the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8 Paying Agent; Transfer and Exchange. So long as any of the Bonds remains Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal, Conversion Value, or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds, Convertible Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9 Payment. Payment of interest on any Current Interest Bond or Convertible Capital Appreciation Bond after its respective Conversion Date, shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer or check mailed to such Owner on the Bond Payment Date at his or her address as it appears on such registration books or at such other address as he or she may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount, Conversion Value or Maturity Value of One Million Dollars (\$1,000,000) or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Current Interest Bonds, the Accreted Value and redemption premiums, if any, on the Capital Appreciation Bonds, and the Accreted Value, Conversion Value and redemption premiums, if any, on Convertible Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Accreted Value, Conversion Value and Principal of, and premiums, if any, and interest on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO

RESOLUTION NO. 12/13-23

payment thereof. The Bonds are general obligations of the District and do not constitute an obligation of the Counties except as provided in this Resolution. No part of any fund of the Counties are pledged or obligated to the payment of the Bonds.

SECTION 10 **Forms of Bonds.** The Bonds shall be in substantially the forms as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Purchase Contract.

SECTION 11 **Delivery of Bonds.** The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Underwriters upon payment of the purchase price therefor.

SECTION 12 **Deposit of Proceeds of Bonds.** (a) The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the "Solano Community College District Election of 2012 General Obligation Bonds, Series A/B Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The Counties shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts if the Bonds are issued in more than one series. The purchase price received from the Underwriters pursuant to the Purchase Contract, to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created and designated as the Solano Community College District Election of 2012 General Obligation Bonds, Series A/B Debt Service Fund" (the "Debt Service Fund") for the Bonds and used for payment of Accreted Value, Conversion Value, or Principal of and interest on the Bonds, and for no other purpose. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value, Conversion Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the Underwriters upon the sale of the Bonds, or from the Principal Amount of the Bonds received from the Underwriters. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not-to-exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments.

The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual

Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The

District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby

covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Accreted Value, Conversion Value or Principal of and interest on the Bonds when due.

SECTION 13 Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the "Solano Community College District Election of 2012 General Obligation Bonds, Series A Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the "Tax Certificate").

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the "rebate amount" and shall not be required to deposit any amount to the

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and
(ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14 Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal, Conversion Value and Accreted Value of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is hereby designated for the payment of the Principal, Conversion Value and Accreted Value of and interest on the Bonds when and as the same fall due, and for no other purpose.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal, Conversion Value and Accreted Value of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal, Conversion Value Accreted Value and interest. DTC will thereupon make payments of Principal, Conversion Value and Accreted Value of and interest on the Bonds to the DTC Participants who will thereupon

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

make payments of such Principal, Conversion Value, Accreted Value and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 15 Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 16 Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 17 Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriters to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriters are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO

RESOLUTION NO. 12/13-23

the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18 **Insurance.** In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal, Conversion Value or Accreted Interest of or interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal, Conversion Value, Accreted Interest or interest, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, Conversion Value or Accreted Value, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19 **Defeasance.** All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts transferred from the Debt Service Fund is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accreted or accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) **Government Obligations:** by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys transferred from the Debt Service Fund, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accreted or accrued interest thereon and redemption premiums, if any) at or before their maturity date;

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, or obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service ("Moody's") or Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"). In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct general obligations of the United States of America by either Standard & Poor's or by Moody's Investors Service.

SECTION 20 Nonliability of Counties. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, none of the Counties, nor their respective officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of any of the Counties or a pledge of the Counties'

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

respective full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* taxes lawfully levied to pay the Principal, Conversion Value and Maturity Value of or interest on the Bonds.

SECTION 21 **Indemnification of Counties.** The District shall defend, indemnify and hold harmless the Counties, and their respective officials, officers, agents and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the Counties' responsibilities under Section 23 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the Counties' responsibilities under Section 23 hereof.

SECTION 22 **Reimbursement of County Costs.** The District shall reimburse the Counties for all costs and expenses incurred by the Counties, and their respective officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 23 **Request to Counties to Levy Tax.** The Boards of Supervisors and officers of each of the Counties are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal, Maturity Value, Conversion Value of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Boards of Supervisors of the Counties to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal, Maturity Value, Conversion Value and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 24 **Other Actions.** (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(b) The Board hereby appoints Piper Jaffray & Co. and RBC Capital Markets, as the Underwriters, Public Financial Management, as Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, all with respect to the issuance of the Bonds.

(c) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Purchase Contract and the Official Statement.

SECTION 25 **Resolution to Treasurer-Tax Collectors.** The Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of each of the Counties (or comparable officer) immediately following its adoption.

SECTION 26 **Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 27 **Effective Date.** This Resolution shall take effect immediately upon its passage.

SECTION 28 **Further Actions Authorized.** It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 29 **Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 20th day of March, 2013 by the following vote:

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President of the Board of Trustees

ATTEST:

Secretary to the Board of Trustees

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Solano Community College District hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on March 20, 2013, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March 20, 2013

Secretary to the Board of Trustees of the
Solano Community College District

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

FORMS OF BONDS

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A/B

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____ % per annum August 1, ____ _____, 2013

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Solano Community College District in Solano and Yolo Counties, California (the "Counties"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2013. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of 12, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially Wells Fargo Bank, National Association. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$348,000,000 and the resolution of the Board of Trustees of the District adopted on March 20, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

[The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, of which this bond is a part, (ii) Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which \$_____ represents the Denominational Amount and \$_____ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in San Francisco, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Current Interest Bonds to be redeemed, plus interest thereon to the date fixed for redemption, without premium.

The Current Interest Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date is as indicated in the following table:

Redemption Dates

Principal Amounts

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent as directed by the District in such manner as the District in its discretion may determine, and if not so directed, by lot; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

IN WITNESS WHEREOF, the Solano Community College District, Solano County and Yolo Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees of the District, all as of the date stated above.

SOLANO COMMUNITY COLLEGE
DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2013.

By: WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Paying Agent

Authorized Officer

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or
typewrite name, address and zip code of Transferee):
_____ this bond and irrevocably
constitutes and appoints attorney to transfer this bond on the books for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name
as it appears upon the within bond in every particular, without alteration or
any change whatever, and the signature(s) must be guaranteed by an
eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other
identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The
Depository Trust Company to the issuer or its agent for registration of transfer, exchange
or payment, and any certificate issued is registered in the name of Cede & Co. or such
other name as requested by an authorized representative of The Depository Trust
Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR
OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS
WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson
& Rauth, a Professional Corporation in connection with the issuance of, and dated as of
the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

Secretary of the Board of Trustees

(Form of Legal Opinion)

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO

RESOLUTION NO. 12/13-23

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A/B

| | | | |
|------------------------|-----------------------|---------------------|--------------|
| <u>ACCRETION RATE:</u> | <u>MATURITY DATE:</u> | <u>DATED AS OF:</u> | <u>CUSIP</u> |
| | August 1, ____ | ____, 2013 | |

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Solano Community College District in Solano County and Yolo Counties, California (the "Counties"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value comprising the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2013, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially Wells Fargo Bank, National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$348,000,000 and the resolution of the Board of Trustees of the District adopted on March 20, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

[The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, and of which \$_____ represents the Denominational Amount and \$_____ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Paying Agent, located in San Francisco, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

[The Capital Appreciation Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Capital Appreciation Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds to be redeemed as of the date set for such redemption, without premium.]

[The Capital Appreciation Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the Accreted Value of such Capital Appreciation Bonds as of the dates set for such redemption, without

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

premium. The Accreted Value represented by such Bonds to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:]

| <u>Redemption Dates</u> | <u>Accreted Value</u> |
|-------------------------|-----------------------|
|-------------------------|-----------------------|

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent as directed by the District in such manner as the District in its discretion may determine, and if not so directed, by lot; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 Maturity Value or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

IN WITNESS WHEREOF, the Solano Community College District, Solano County and Yolo Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees of the District, all as of the date stated above.

SOLANO COMMUNITY COLLEGE
DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2013.

By: WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Paying Agent

Authorized Officer

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or
typewrite name, address and ZIP code of Transferee):
_____ this bond and irrevocably
constitutes and appoints attorney to transfer this bond on the books for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name
as it appears upon the face of the within bond in every particular, without
alteration or by any change whatever, and the signature(s) must be
guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other
identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The
Depository Trust Company to the issuer or its agent for registration of transfer, exchange
or payment, and any certificate issued is registered in the name of Cede & Co. or such
other name as requested by an authorized representative of The Depository Trust
Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR
OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS
WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson
& Rauth, a Professional Corporation, in connection with the issuance of, and dated as of
the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary of the Board of
Trustees

(Form of Legal Opinion)

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

(Form of Convertible Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

SOLANO COMMUNITY COLLEGE DISTRICT
(SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES A/B

| | | | | | |
|--|---------------------------|--|--------------------------|--------------|--------------|
| ACCRETION RATE TO <u>CONVERSION DATE</u> | CONVERSION <u>DATE</u> | INTEREST RATE AFTER THE <u>CONVERSION DATE</u> | MATURITY <u>DATE:</u> | DATED AS OF: | <u>CUSIP</u> |
| _____ | _____, 20__ | _____ | _____, 20__ | _____, 2012 | _____ |

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

CONVERSION VALUE :

The Solano Community College District in Solano County and Yolo Counties, California (the "Counties"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Conversion Value on the Maturity Date, each as stated above, such Conversion Value comprising the Denominational Amount and interest accreted thereon to the Conversion Date. Prior to the Conversion Date, this bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2013, at the Accretion Rate specified above to the Conversion Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of 12, 30-day months. After the Conversion Date, the District promises to pay to the Registered Owner named above, interest on the Conversion Value from the Conversion Date until the Conversion Value is paid or provided for at the Interest Rate stated above, on February 1

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

and August 1 of each year, commencing August 1, 2013 (the "Bond Payment Dates"). This bond will bear such interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2013, in which event it will bear interest from the Conversion Date. Conversion Value and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially Wells Fargo Bank, National Association. Accreted Value or Conversion Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest following the Conversion Date is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Convertible Capital Appreciation Bonds in the aggregate Conversion Value of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 6, 2012 (the "Election"), upon the question of issuing bonds in the amount of \$348,000,000 and the resolution of the Board of Trustees of the District adopted on March 20, 2013 (the "Bond Resolution"). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

[The bonds of this issue comprise (i) \$_____ principal amount of Current Interest Bonds, (ii) Capital Appreciation Bonds of which \$_____ represents the

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Denominational Amount and \$_____ represents the Maturity Value, and (iii) Convertible Capital Appreciation Bonds, of which this bond is a part, and of which \$_____ represents the Denominational Amount and \$_____ represents the Conversion Value.]

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in San Francisco, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 16th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

The Convertible Capital Appreciation Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Convertible Capital Appreciation Bonds maturing on or after August 1, 20__ are subject to redemption at the option of the District, as a whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the Accreted Value of such Convertible Capital Appreciation Bonds to be redeemed [as of the date set for such redemption,/together with interest accrued thereon to the date set for redemption] without premium.

The Capital Appreciation Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the Accreted Value of such Convertible Capital Appreciation Bonds to be redeemed [as of the date set for such redemption,/together with interest accrued thereon to the date set for redemption] without premium. The Accreted Value represented by such Bonds to be so redeemed and the dates therefor and the final payment date is as indicated in the following table:

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Redemption Dates

Accreted Value

TOTAL

If less than all of the Bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent as directed by the District in such manner as the District in its discretion may determine, and if not so directed, by lot; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 Conversion Value or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

[REMAINDER OF PAGE LEFT BLANK]

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

IN WITNESS WHEREOF, the Solano Community College District, Solano County and Yolo Counties, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees of the District, all as of the date stated above.

SOLANO COMMUNITY COLLEGE
DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary of the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2013.

By: WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Paying Agent

Authorized Officer

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or
typewrite name, address and ZIP code of Transferee):
_____ this bond and irrevocably
constitutes and appoints attorney to transfer this bond on the books for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name
as it appears upon the face of the within bond in every particular, without
alteration or by any change whatever, and the signature(s) must be
guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other
identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The
Depository Trust Company to the issuer or its agent for registration of transfer, exchange
or payment, and any certificate issued is registered in the name of Cede & Co. or such
other name as requested by an authorized representative of The Depository Trust
Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR
OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS
WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

The following is a true copy of the opinion rendered by Stradling Yocca Carlson
& Rauth, a Professional Corporation in connection with the issuance of, and dated as of
the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile
Signature)
Secretary of the Board of
Trustees

(Form of Legal Opinion)

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SOLANO COMMUNITY COLLEGE DISTRICT AUTHORIZING
THE ISSUANCE OF SOLANO COMMUNITY COLLEGE
DISTRICT (SOLANO AND YOLO COUNTIES, CALIFORNIA)
ELECTION OF 2012 GENERAL OBLIGATION BONDS, SERIES
A AND SERIES B AND ACTIONS RELATED THERETO**

RESOLUTION NO. 12/13-23

Secretary to the Board of
Trustees of the Solano
Community College District

ADOPTED, SIGNED, AND APPROVED, This this 20th day of March
2013, by the Governing Board of Solano Community College.

SARAH E. CHAPMAN, Ph.D., BOARD PRESIDENT

JOWEL C. LAGUERRE, Ph.D., SECRETARY

AGENDA ITEM 9.(e)
MEETING DATE March 20, 2013

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

TO: Members of the Governing Board

**SUBJECT: ACCEPTANCE OF THE SIXTH AMENDMENT TO LEASE
THE 2000 NORTH VILLAGE PARKWAY PROPERTY,
VACAVILLE**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for acceptance of the Sixth Amendment to the original Lease dated October 10, 1997, for the 2000 North Village Parkway property. The lease will accommodate additional instructional programming to meet full-time equivalent student targets at the Vacaville Center, as well as house the Corporate College function.

The term of this agreement is five years, commencing January 31, 2013 through February 28, 2018, with an additional five-year renewal option, at a base rent of \$1.25/square foot or \$20,550 per month.

Staff will be present to answer questions.

Government Code: N/A Board Policy: Estimated Fiscal Impact: \$246,600 (Lease/Annual Rent)

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

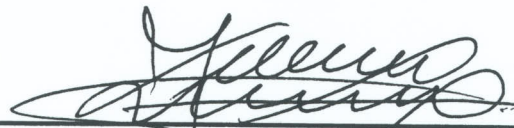
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease ("Amendment") is dated January 31, 2013 for reference purposes only and is made by and between **SIERRA BAY PROPERTIES, INC.**, a California corporation, as successor-in-interest to MISSION VACAVILLE LIMITED PARTNERSHIP, a California limited partnership ("Landlord"), and **SOLANO COMMUNITY COLLEGE DISTRICT**, a California community college district ("District").

RECITALS

This Amendment is made with reference to the following facts and objectives:

- A. Landlord and District entered into a written Interim College Facility Lease dated May 1, 1996, ("**Original Lease**"), in which Landlord leased to District and District leased from Landlord certain premises, which consists of approximately thirteen thousand nine hundred forty (13,940) rentable square feet, located at 2000 North Village Parkway, Vacaville, California 95688 ("**Existing Premises**").
- B. The Original Lease was implemented by Memorandum of Lease Commencement dated October 10, 1997, First Amendment to Lease dated August 11, 2006, Second Amendment to Lease dated June 19, 2008, Third Amendment to Lease dated December 17, 2009, Fourth Amendment to Lease dated August 4, 2010, Fifth Amendment to Lease dated December 14, 2010, and Landlord letter agreement dated January 16, 2013. The Original Lease, together with the seven (7) aforementioned documents shall be hereinafter referred to collectively as the "**Lease**".
- C. The Lease Term was converted to a month-to-month term. Landlord and District have agreed to extend the Lease Term for a period of five (5) years.
- D. District also wishes to expand the Existing Premises to include the remainder of the Building, comprised of approximately two thousand five hundred (2,500) rentable square feet ("**Expansion Premises**").
- E. Landlord and District, therefore, wish to amend the Lease, as provided in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual provisions herein contained and the detriment to be suffered by each of the parties, Landlord and District agree as follows:

- 1. Definitions. All capitalized terms not defined herein shall have the meanings defined in the Lease.
- 2. Expansion Premises. The Existing Premises is hereby expanded to include the Expansion Premises, as shown on Exhibit A, attached hereto and incorporated herein, for a total of approximately sixteen thousand four hundred forty (16,440) rentable square feet. The Expansion Premises and Existing Premises shall hereafter be referred to collectively as the "**Premises**".
- 3. Extended Term. The Term of the Lease shall be extended by approximately five (5) years ("**Extended Term**"), expiring February 28, 2018.
- 4. Base Rent. Effective March 1, 2013, the Base Rent for the Extended Term shall be adjusted in accordance with the following Base Rent schedule:

| <u>Period</u> | <u>Monthly Rent</u> | <u>Annual Rent</u> |
|---------------|--------------------------|--------------------|
| Years 1-5 | \$20,550.00 (\$1.25 psf) | \$246,600.00 |
- 5. District's Proportionate Share. Effective March 1, 2013, District's Pro Rata Share of all Common Area Expenses shall be one hundred percent (100%) and shall be due and payable monthly thereafter in accordance with Section 3.3 and Section 6 of the Original Lease.
- 6. Tenant Improvements. Landlord shall, at Landlord's sole cost and expense, replace the carpet in the Premises with new, Building standard carpet (subject to District's

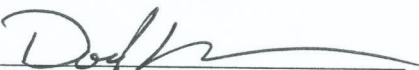
selection), clean the HVAC ducts and registers, repair any roof leaks, and replace any damaged ceiling tiles throughout the Building as well as ensure that the mechanical systems in the Expansion Premises are in good working order ("Tenant Improvements"). Landlord shall utilize Building standard materials where applicable. Any changes made by District to the Tenant Improvements that increase the Landlord's costs or delay the construction process shall be at District's sole cost and expense. District shall be responsible for the necessary moving of District's furniture to accommodate the Tenant Improvements. Any other improvements desired by District shall be at District's sole cost and expense with Landlord's prior written approval in accordance with Section 9 of the Original Lease.

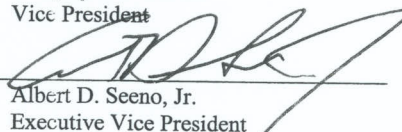
7. Option to Renew. Landlord shall grant District one (1) option to extend the Lease Term for an additional period of five (5) years (the "Option Term"). District shall provide Landlord with at least six (6) months prior written notice of its intent to exercise said Option Term. Base Rent for said Option Term shall be equal to one hundred twelve percent (112%) of the Base Rent indicated in Section 4 above.
8. Option to Purchase. Pursuant to the Addendum, attached hereto and incorporated herein, District shall have the option to purchase the Building pursuant to the terms and conditions contained therein.
9. Effectiveness of Lease. Except as set forth in this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect.

WHEREOF, the parties hereto have executed this Sixth Amendment to Lease this 22ND day of FEBRUARY, 2013.

LANDLORD:

SIERRA BAY PROPERTIES, INC., a California corporation, as successor-in-interest to MISSION VACAVILLE LIMITED PARTNERSHIP, a California limited partnership

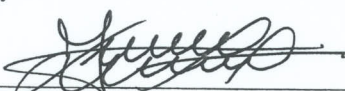
By: 
Douglas W. Messner
Vice President

By: 
Albert D. Seeno, Jr.
Executive Vice President

Date: 2/22/13

DISTRICT:

SOLANO COMMUNITY COLLEGE DISTRICT, a California community college district

By: 
Name: Donald C. Laguerre
Title: Superintendent of Facilities

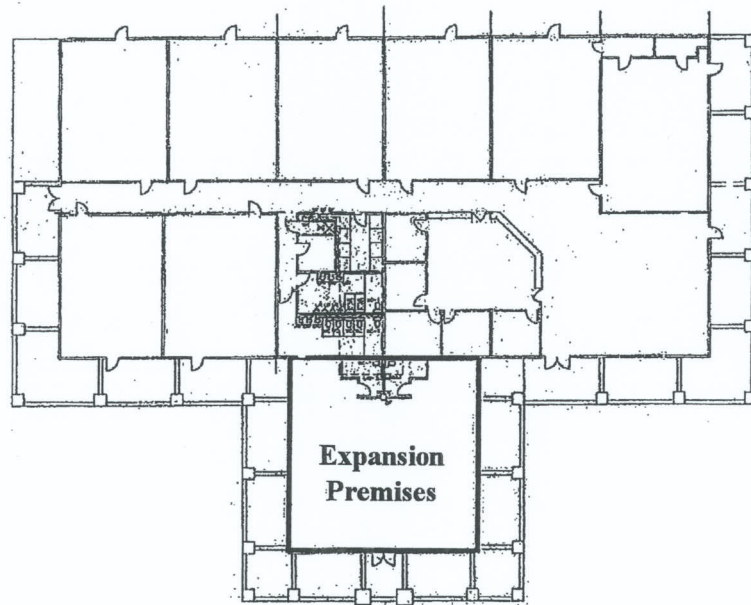
By: _____
Name: _____
Title: _____

Date: _____

EXHIBIT A

DEPICTION OF EXPANSION PREMISES

**North Village Commercial
2000 North Village Parkway
Vacaville, California**



ADDENDUM
OPTION TO PURCHASE

This Addendum (the "**Addendum**") is attached to and constitutes an integral part of the Lease between **SIERRA BAY PROPERTIES, INC.**, a California corporation, as successor-in-interest to **MISSION VACAVILLE LIMITED PARTNERSHIP**, a California limited partnership ("**Landlord**"), and **SOLANO COMMUNITY COLLEGE DISTRICT**, a California community college district ("**District**"). The terms of this Addendum shall be incorporated into the Lease for all purposes. All words and phrases not specifically defined in this Addendum shall have the same meaning as defined in the Lease. In the event of a conflict between the provisions of the Lease and the provisions of this Addendum, this Addendum shall control.

1. OPTIONS.

1.1 Option To Purchase. Landlord hereby grants to District an option ("**Purchase Option**") to purchase the Premises and the Land (collectively, "**Property**"), subject to all of the terms, conditions and provisions contained herein and the form of Purchase and Sale Agreement attached hereto as Schedule 1 (the "**Purchase Agreement**"). The purchase price for the Property is Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**Purchase Price**"). District shall exercise the Purchase Option, if at all, by (i) delivering to Landlord written notice of such exercise (the "**Notice of Exercise**") no later than the last day of the forty-eighth (48th) month following the Extended Term Commencement Date as defined in the Sixth Amendment to Lease ("**Purchase Option Term**"), and simultaneously (ii) delivering to the Escrow Holder (as defined in the Purchase Agreement) three (3) counterpart originals of the Purchase Agreement signed by District, and (iii) the Initial Deposit (as defined in the Purchase Agreement), in the amount of Fifty Thousand Dollars (\$50,000). The Purchase Agreement shall be the controlling document with respect to the purchase and sale of the Property; however, until the Close of Escrow (as defined in the Purchase Agreement), the terms and conditions of the Lease shall remain in full force and effect. Unless timely and properly exercised as provided herein, the Purchase Option shall expire, lapse and terminate for all purposes at the end of the Purchase Option Term and thereafter shall be of no further force or effect and if at any time the Purchase Agreement terminates, for any reason whatsoever, this Addendum and the Purchase Option granted herein shall automatically terminate concurrently therewith and the Purchase Option shall be of no further force or effect.

1.2 Options Personal. The Purchase Option granted to District in this Addendum is personal to the originally named District and may not be exercised or be assigned, voluntarily or involuntarily, by or to any person or entity other than the originally named District. The Purchase Option herein granted to District is not assignable separate and apart from this Addendum.

1.3 Effect of Default on Options.

(a) District shall have no right to exercise the Purchase Option during the time commencing from the date Landlord gives to District a valid notice of Default hereunder until the default alleged in said notice of default is cured.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of District's inability to exercise an Option because of the provisions of Paragraph 1.3(a).


(c) All rights of District under the provisions of an Option shall terminate and be of

no further force or effect, notwithstanding District's due and timely exercise of the Option, if, after such exercise and during the Extended Term, as defined in the Sixth Amendment to Lease, (i) District fails to pay to Landlord a monetary obligation of District for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to District), or (ii) District fails to commence to cure a default specified in Section 14 of the Lease within thirty (30) days after the date that Landlord gives notice of such default and/or District fails thereafter to diligently prosecute said cure to completion, or (iii) Landlord gives to District three (3) or more notices of default under Section 14, where a late charge becomes payable, whether or not the defaults are cured.

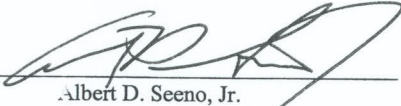
1.4 Notice. Notwithstanding anything to the contrary contained in the Lease, District shall deliver written notice that it is exercising its Purchase Option hereunder by registered mail, return receipt requested or by nationally recognized nationally overnight courier that that obtains Landlord's signature upon delivery. The delivery date of District's notice shall be conclusively deemed to be that date which Landlord (or its authorized representative) signs (i) the return receipt, if sent by registered mail, or (ii) the acknowledgment of receipt customarily used by the overnight courier service used by District. Under no circumstances shall exercise notices sent by a method other than those set forth herein be effective unless otherwise acknowledged by Landlord.

1.5 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one Agreement.

LANDLORD:
SIERRA BAY PROPERTIES, INC.,
a California corporation

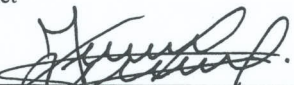
By: 
Its: Douglas W. Messner
Vice President

Date: 2/22/13

By: 
Its: Albert D. Seeno, Jr.
Executive Vice President

Date: 2/22/13

DISTRICT:
SOLANO COMMUNITY COLLEGE
DISTRICT, a California community college district

By: 
Name: Jewel C. Laguerre
Its: _____

Date: 02-11-13

By: _____
Name: _____
Its: _____
Date: _____

SCHEDULE 1
PURCHASE AGREEMENT

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

TO: Members of the Governing Board

SUBJECT: SECOND READING – STANDARDS FOR PROBATION
AND DISMISSAL, POLICY NO. 5100 - REVISED

REQUESTED ACTION: APPROVAL

SUMMARY:

The Governing Board establishes and regularly reviews broad institutional policies and appropriately delegates responsibility to implement these policies.

Revised Policy No. 5100, Standards for Probation and Dismissal, has been reviewed by the Superintendent-President's Cabinet, Board Policies and Procedures Adhoc Subcommittee, and properly vetted through the Shared Governance Council.

This item was submitted for information at the meeting held March 6, 2013. Approval is requested at this time.

Government Code: N/A *Board Policy: 5100* *Estimated Fiscal Impact: N/A*
BOT 2012-2013 Goals: #5

SUPERINTENDENT'S RECOMMENDATION:

☒ **APPROVAL** ☐ **DISAPPROVAL**
☐ **NOT REQUIRED** ☐ **TABLE**

Diane M. White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7102

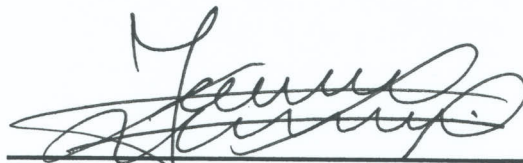
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

STANDARDS FOR PROBATION AND ~~DISQUALIFICATION~~ *DISMISSAL* 5100

POLICY:

Students failing to maintain an acceptable standard academic achievement shall be placed on academic probation, progress probation, *academic dismissal* or be ~~disqualified~~ *progress dismissal*.

~~For purposes of probation and dismissal, semesters shall be considered consecutive, not in their calendar order of succession, but in the order in which a student enrolls in them. The semester in which performance causes one to be placed on probation is the first probationary semester.~~

For purposes of probation and dismissal, only consecutive, primary semesters are counted. The semester in which a student's performance causes them to be placed on probation is the first probationary semester. Summer is not a primary semester.

Academic Probation

A. Placement on Academic Probation

A student shall be placed on academic probation for ~~one (1) or more~~ of the following reasons:

1. A student has attempted at least 12 total semester units and has achieved a cumulative grade point average (*g.p.a.*) of less than 2.0.
- ~~2. A student is readmitted to college after academic disqualification.~~

B. Removal from Academic Probation

A student on academic probation is removed when his/her cumulative GPA *g.p.a.* is 2.0 or higher.

Progress Probation

A. Placement on Progress Probation

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

STANDARDS FOR PROBATION AND ~~DISQUALIFICATION~~ *DISMISSAL* 5100

A student shall be placed on progress probation for the following reason:

1. A student has ~~enrolled in a total of~~ *attempted* at least 12 *total* semester units and received transcript entries of "W", "I", or ~~"NC"~~ *"NP"* for *representing* 50% or more of all units attempted.

B. Removal from Progress Probation

A student will be removed from progress probation when the student has received transcript entries of "W", "I", or ~~"NC"~~ *"NP"* for less than 50% of all units attempted.

Academic Disqualification *Dismissal*

~~Academic Disqualification may result in dismissal.~~ Dismissal prohibits the student from enrolling until one ~~academic~~ *primary* semester has passed *and the student has met with a counselor and/or attended a probation/dismissal workshop.*

A. Placement on ~~Academic Disqualification~~ *Dismissal*

A student will be ~~academically disqualified~~ *Dismissed* for one or more of the following reasons:

- ~~1. A probationary student's cumulative grade point average at Solano Community College remains below 2.0 for three consecutive semesters.~~

1. *A student achieves a cumulative average g.p.a. of less than 2.0 for three consecutive primary semesters.*

2. A probationary student receives 50% or more of transcript entries as W, I, or NC *"NP"* for three consecutive, *primary* semesters.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

STANDARDS FOR PROBATION AND ~~DISQUALIFICATION~~ *DISMISSAL* 5100

3. ~~A student achieves a semester grade point average of less than 2.0 for three consecutive semesters.~~

B. Removal from ~~Academic Disqualification~~
Dismissal

A student will be removed from ~~academic disqualification~~ *Dismissal* for any of the following reasons (unless any condition in A. above continues to exist):

1. *A student's cumulative g.p.a. is 2.0 or better and a student's transcript entries of "W", "I", or "NP" are less than 50% of all units attempted.*

2. ~~Satisfactory Progress After Disqualification~~

~~A student who meets the requirements for readmission after disqualification and achieves a semester GPA of 2.25 or greater, but does not have an overall cumulative GPA of 2.00 or greater, shall remain on academic probation until the cumulative GPA is 2.00 or better. (This condition only overrides A.1. above.)~~

3. ~~A student's cumulative GPA is 2.0 or better.~~

4. ~~A student's transcript entries of "W", "I", or "NC" are less than 50% of all units attempted.~~

2. *Satisfactory Progress After Dismissal:*

A student who meets the requirements for readmissions after dismissal and achieves a semester g.p.a. of 2.25 or greater, but does not have an overall cumulative g.p.a. of 2.0 or greater, shall remain on academic probation until the cumulative g.p.a. is 2.0 or better. (This condition only overrides A.1. above.)

If semester g.p.a. falls below 2.25 and/or student qualifies for progress probation, student will be academically and/or progress dismissed.

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

STANDARDS FOR PROBATION AND ~~DISQUALIFICATION~~ *DISMISSAL* 5100

Appeals

Students who are dismissed may file an appeal to contest the requirement of sitting out a primary semester with the Executive Vice President of Academic and Student Affairs or designee if extenuating circumstances exist which caused the substandard grades. To appeal, students complete the Readmit after Dismissal petition and indicate on it that they are appealing the requirement of sitting out a primary semester.

REFERENCES/
AUTHORITY:

California Code of Regulations, Title 5, Sections 55754,
55756-55030-55034

California Education Code Section 70902(b) (3)

ADOPTED: July 17, 1996

REVISED: February 7, 2001, ~~xxxxxx~~

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

TO: Members of the Governing Board

SUBJECT: PROPOSED REVISED JOB DESCRIPTION – DIRECTOR
OF TECHNOLOGY SERVICES & SUPPORT

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

This position was approved at the March 6, 2013, Board Meeting as part of the IT reorganization. The job description is being presented at this time for approval. Please see attached job description.

*Government Code: Ed Code 88001; Board Policy: 4720 Estimated Fiscal Impact: Unknown
88009; 88013*

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Charo L. Albarrán
Interim Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

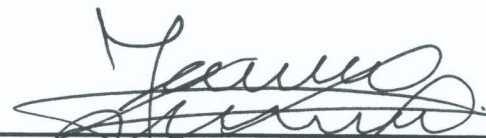
ADDRESS

(707) 864-7122

TELEPHONE NUMBER

Administration
ORGANIZATION

March 8, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 8, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COUNTY COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION
Classified Manager

CLASS TITLE: DIRECTOR - TECHNOLOGY SERVICES AND SUPPORT

BASIC FUNCTION:

Under the direction of the ~~Associate Vice President of Technology and Learning Resources~~an assigned supervisor, perform a variety of complex technical, administrative, and supervisory work in the development, installation and maintenance of information technology systems including planning, organizing, and directing technology support activities including local, wide, and 4CNet network operations, support for personal computing hardware and software, computer systems analysis, systems design, programming, maintenance and operations; provide advice and recommendations regarding feasible hardware and software solutions to College, information management, and academic support issues; supervise and evaluate the performance of assigned personnel.

REPRESENTATIVE DUTIES:

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

Responsible for managing the technical infrastructure and leading the operational systems support team, including, but not limited to overseeing the systems administration of a Windows NT domain, Cisco networking hardware, ~~Hewlett-Packard 3000 mainframe~~, PBX-telephone systems, security equipment, help desk application support, academic computer labs, video conferencing systems, ~~Cenic4CNet~~connection, and vendor relationships.

Plan and implement organization-wide information systems, services, and network facilities, including local area networks, wide area networks and peripheral systems.

Plan and direct information technology staff involved in network design, installation, maintenance and operations activities as they affect the District's academic and administrative computing facilities.

Supervise the analysis, design, programming and administration of information technology systems.

Define system, data base and security requirements for information technology systems.

Plan and direct information technology staff involved in ~~legacy~~-data systems analysis, system design, programming, maintenance and operations activities.

Direct and assure proper storage, maintenance, integrity and retrieval of ~~legacy~~-student, academic, and administrative information for the District.

Train, supervise and evaluate the performance of assigned personnel in accordance with District guidelines and collective bargaining contract; establish priorities and assign work;

discipline, reassign and terminate employees as appropriate.

Plan and schedule activities to meet timelines, review progress on assigned projects, approve or modify design plan and details of new systems programs and evaluate results of test runs.

Coordinate and participate in the long-range telecommunications planning for the District; perform cost feasibility studies as required.

Communicate official District information technology plans, policies and procedures to staff, faculty, students, vendors, and the general public.

Prepare project feasibility studies; establish work standards; prepare progress reports to inform management of project status and deviation from goals.

Prepare, solicit and review proposals for hardware and software solutions; assist staff to diagnose and solve computer equipment problems.

Review reports of computer and peripheral equipment production, malfunction, and maintenance to ascertain costs and plan operating changes.

Consult with management to determine information requirements of departments to determine boundaries and priorities of data processing and office automation projects, and to discuss system needs.

Coordinate with management staff, support staff, technical personnel, or vendors to solve problems, as required.

Prepare and maintain records related to personnel, service requests, equipment and departmental operations; prepare status and progress reports and projections as requested.

Prepare a variety of studies, reports and related information for decision-making purposes.

Assure that assigned areas of responsibility are performed within budget; perform cost control activities; monitor revenues and expenditures in assigned area to assure sound fiscal control; prepare annual budget requests; assure effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Attend College and industry meetings to maintain current knowledge of information technology systems and applications.

Perform related duties as assigned.

Act on behalf of assigned supervisor in his or her absence.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Affirmative Action/Equal Opportunity policy and practices that lead to increased understanding of, sensitivity to, and respect for diverse cultural groups, women, and the disabled.

Information technology.

Data and voice communication systems.

Modern electronic data processing theory, principles, and practices.

Management information systems.

Office automation and computerized financial, human resources, and student information applications.

Local Area Networks (LAN).

Wide Area Networks (WAN).

Working knowledge of COBOL and SQL programming, personal computers, and automated telephone response systems.

Client/server network protocols and Internet/Intranet applications.

Principles and practices of administration, supervision and training.

Research, analysis and design techniques related to information technology system development methodology and maintenance.

Methods of complex research and analysis of the needs of a community college.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

District organizational functions, policies and procedures.

ABILITY TO:

Plan, organize and direct the District's data processing staff and activities.

Direct and perform analysis, design, development and implementation of the District's data processing system in support of the management information system functions.

Supervise the coding, testing, and documenting of new or modified computer programs.

Train, supervise and evaluate personnel.

Perform complex and technical research and studies related to information technology systems and applications.

_____and applications.

Compile, organize, analyze and present statistical and technical data.

Supervise the writing of clear and concise programming documentation.

Provide technical expertise, recommendations and user support to College staff and administrators.

Participate in developing long-range plans for automation of District-wide and specialized functions.

Analyze situations accurately and adopt an effective course of action.

Establish and maintain cooperative and effective working relationships with others.

Lift objects weighing up to 50 pounds.

Communicate effectively both orally and in writing.

EDUCATION AND EXPERIENCE:

Bachelor's degree in computer science or related field and three years of increasingly responsible programming and data processing experience including one year in a lead or supervisory capacity.

zg:Dir of Tech Svs & Support

Board approved: 8/2/00

Revised: 10/17/12

Revised XXXXXX

AGENDA ITEM 10.(b)
MEETING DATE March 20, 2013

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

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION – TECHNOLOGY
SPECIALIST LEAD

REQUESTED ACTION: INFORMATION/ACTION

SUMMARY:

This position was approved at the March 6, 2013 Board Meeting as part of the IT reorganization. The job description is being presented at this time for approval. Please see attached job description.

*Government Code: Ed Code 88001; Board Policy: 4720 Estimated Fiscal Impact: Unknown
88009; 88013*

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

Charo L. Albarrán
Interim Director of Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7122

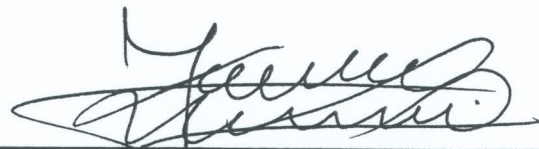
TELEPHONE NUMBER

Administration

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
CLASS SPECIFICATION

CLASS TITLE: Information Analyst/Database Administrator (Lead)

BASIC FUNCTION: Under the direction of an assigned supervisor, serve as a technical expert and coordinate the development, installation, implementation, administration, development and support of the District's Enterprise Resource Planning (ERP) systems and associated database, operating systems and related software for District servers; administers District systems, databases, application access, and systems security procedures; and coordinates assigned activities with other divisions and departments; serve as a project leader and provide work direction and guidance for system design and coding to information systems staff as assigned.

1. REPRESENTATIVE DUTIES:

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

Responsible for the development, installation, implementation, administration and support of District database management, operating system and related software for District servers.

Participates in the development and implementation of goals, objectives, policies and priorities for assigned programs; recommends and administers policies and procedures.

Serves as a leader for projects by coordinating and otherwise involving staff members from multiple organizational units; follows systems development life-cycle techniques, utilizes joint application development processes, employs project management techniques and is knowledgeable about specialized software packages and applications.

Participates in and facilitates planning and implementation of long range systems goals; researches and participates in the development of system requirements, and evaluation and selection of information systems.

Defines the scope and objectives for applications, along with constraints and system requirements; analyzes and defines current organizational functions, processes, sources and uses of information, and other data to determine application needs and requirements.

Analyzes user business processes and designs applications and solutions to optimize their use of systems; documents work and information flow; designs and produces application design specifications and documentation on inputs, outputs, and data structures.

Coordinates and implements data conversions, integration, and transitions; develops user and system documentation; plans and conducts user training, including preparation of training materials.

Designs and implements custom applications using batch processing tools or appropriate programming languages, such as shell and kernel-level programming.

Reviews and evaluates District computer systems and database software; consults with District technical staff members regarding computer software requirements; reviews software release notes and installation documentation; schedules system downtime with end users and technical staff members.

Designs, develops and implements logical and physical database structures; defines and secures efficient connectivity relationships for host computers, desktop computers and

network systems; installs, configures, tests and implements District host computer operating software.

Monitors system and database performance; analyzes performance statistics and modifies system/database operating parameters; restarts system/database; formulates and implements system/database tuning strategies.

Analyzes database requirements with District technical staff members; develops logical and physical database designs and specifications; reviews with District technical staff members and implements database designs; reviews software with District technical staff members and/or end users making modifications, as necessary; evaluates and recommends third party software for District computers.

Analyzes and monitors District database systems with regard to standard and local security policies; works with District staff to formulate and review District database security policies and procedures.

Plan for and support the processing of upgrades, patches and major releases for District's database systems and ERP applications.

Coordinate administration and operation of ERP systems with outside vendors and users to integrate third party software into District databases; serve as liaison between users, managers, IT staff, consultants and vendors.

Researches issues related to District databases, system software, and industry trends in computing technologies; functions as a technical advisor and resource to District technical staff members and provides assistance with technical questions.

Serves as the liaison for the database administration and systems security with other divisions and departments; negotiates and resolves sensitive and controversial issues.

Serves as staff on a variety of committees and/or task forces; prepares and presents staff reports and other necessary correspondence.

Provides responsible staff assistance to manager; conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to database administration programs, policies, and procedures as appropriate.

Attends and participates in professional group meetings; maintains awareness of new trends and developments in the field of database administration and security; incorporates new developments as appropriate.

Secondary Functions:

Performs related duties as required.

Act on behalf of assigned supervisor in his/her absence.

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

EDUCATION AND EXPERIENCE: A Bachelor's degree from an accredited college or university with major course work in computer science, information technology or a related field and four years increasingly responsible systems analysis, design and application programming experience including at least two years of experience in a lead capacity with database and systems administration experience or any combination of training, experience, and/or education that provides the required knowledge, skills and abilities.

LANGUAGE SKILLS:

Ability to read, analyze and interpret common scientific and technical journals, financial reports and legal documents.

Ability to write original material for publication that conforms to prescribed style and format, such as user documentation and procedures.

Ability to prepare clear, concise and complete statistical reports.

Ability to communicate with district faculty, staff and students as well as outside vendors to define and clarify the requirements for telecommunications, networking and data communications hardware and software and problem resolution.

MATHEMATICAL SKILLS:

Ability to demonstrate knowledge of algebra and discrete mathematics.

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

REASONING ABILITY:

Ability to define problems, collect data, establish facts and draw valid conclusions.

Ability to understand and analyze user requirements.

Ability to design, plan, develop and recommend appropriate solutions to district microcomputer needs and to provide technical expertise.

CERTIFICATES, LICENSES, REGISTRATION:

Valid California driver's license.

OTHER SKILLS AND ABILITIES:

Knowledge of:

Computer database management system concepts, methodologies, analysis and design.

Computer system software concepts, installation, configuration and maintenance.

Principles and practices of computer network design, installation, configuration, and maintenance.

ERP systems (i.e. BANNER, DataTel, PeopleSoft, etc.) systems and databases (i.e.Oracle, SQL, etc.) concepts, design and programming with COBOL, SQL, PL/SQL, Visual Basic, HTML, XML, ASP or similar products

UNIX operating system (commercial and open source) concepts, installation, configuration, tools and operation.

Logical and physical database structures and relationships, including those for desktop computer and network systems.

Desktop and server computer system architecture to component level.

Principles, theories, methods and techniques of computers and network equipment.

Principles and practices of program development and project administration, including object-oriented design, integrated development environments, version control systems, build tools.

High-level general programming languages (C#, Java, Visual Basic, C/C++)

Principles and methods of change management and change control.

Methods and techniques of computer and database security.

Network transport protocols and hardware.

Relational database management systems (Oracle and SQL Server RDBMS), computer network topologies and the security implications of each.

Database definition and manipulation languages (SQL).

Help desk, trouble ticket and work order management methods and practices.

Scripting languages and system configuration methods and practices.

Project management methods and tools.

Information Technology Service Management best practices (ITIL)

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Pertinent federal, state, and local laws, codes, and regulations.

Note: Hardware, software, programming languages, operating systems, and computer networks may change from time to time based on District need.

Ability to:

Participate in the management of a comprehensive database administration program.

Participate in the development and administration of goals, objectives, and procedures.

Administer host computer systems and databases.

Install, configure and troubleshoot system operating, database and application software.

Design host computer logical and physical database structure and relationships, including those for desktop computer and network systems.

Design and code database and system software applications using appropriate languages and tools.

Act as project manager for implementation of software application features or subsystems.

Translate user requirements into computer programs and systems.

Write program and system documentation.

Read and interpret technical manuals and other documentation.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Implement system software and data changes in accordance with security and change control policies.

Provide back-line support to end users, using work order tracking systems.

Interpret and apply federal, state, and local policies, laws, and regulations.

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.

Plan and organize work to meet changing priorities and deadlines.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

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

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

While performing the duties in this classification, the employee in this classification is regularly required to sit for prolonged periods of time, use hands and fingers to operate an electronic keyboard or other office machines and computer equipment, reach with hands and arms, stoop or kneel or crouch to file and perform other tasks, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephones and in person. An employee in this classification is frequently required to travel to other locations to conduct work.

An employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds. An employee must occasionally lift, carry and/or move objects weighing up to 35 pounds.

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

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

The work assigned to this classification is typically performed in a computer center environment. While performing the duties of this classification, the employee regularly works at a computer terminal for long periods of time and is exposed to the hazards of working with video display terminals and keyboard. The work environment involves frequent interruptions, fast paced deadlines and multiple priorities and is moderately noisy. Duties may require the employee to work at nonconventional times as necessary.

Je:JE 2/8/2012

JK:CA/ea 3/6/13

Board approved xxxxx

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

TO: Members of the Governing Board

**SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT
INTERGRATED ENERGY EFFICIENCY AND
CAPITAL IMPROVEMENT SOLUTION**

REQUESTED ACTION: INFORMATION

SUMMARY:

Solano Community College, working towards goals of the American College and Universities Presidents Climate Commitment, State Chancellor's office goals and developing energy standard to be adopted in the Facilities Master Plan, has completed an extensive integrated energy efficiency study. The study consisted of five (5) major energy reduction measures; lighting, interior occupancy sensors, HVAC improvements, Energy Management System improvements, and a Virtual IT solution. This project, along with the current solar energy project, has the potential to significantly reduce the Districts' dependency on PG&E.

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

Government Code: Board Policy: Estimated Fiscal Impact: \$ \$9,174,100 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Dwight Calloway
Director of Facilities

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA. 94534

ADDRESS

(707) 864-7176

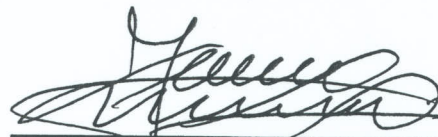
TELEPHONE NUMBER

Maintenance & Operations

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 11.(b)
MEETING DATE March 20, 2013

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

TO: Members of the Governing Board

**SUBJECT: REPORT ON THE STATUS OF SOLANO COMMUNITY
COLLEGE EMPLOYEE EVALUATIONS**

REQUESTED ACTION: INFORMATION

SUMMARY:

Ms. Diane White, Interim Vice President, Academic Affairs; and Ms. Charo Albarrán, Interim Director of Human Resources, will provide an update to the Governing Board on the status of employee evaluations.

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

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

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7122

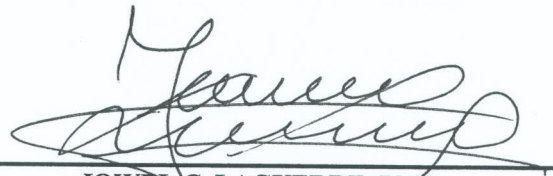
TELEPHONE NUMBER

Administration

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: OPERATING ENGINEERS/STATIONARY ENGINEERS,
LOCAL 39, PRESENTATION OF INITIAL BARGAINING
PROPOSAL

REQUESTED ACTION: INFORMATION

SUMMARY:

Pursuant to Government Code Section 3547 and for the purpose of public notice ("sunshining"), Operating Engineers/Stationary Engineers, Local 39, has submitted its initial bargaining proposal to the District to open Article 14—Pay and Allowances; Article 15—Health and Welfare Benefits; Appendix A, Classified Salary Schedule/Operating Engineers Classification; and Appendix B, Fringe Benefit Plans.

Public comment on such proposals shall be received at the next Governing Board meeting scheduled April 17, 2013.

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: \$

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Megan Lane, Business Representative

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7000

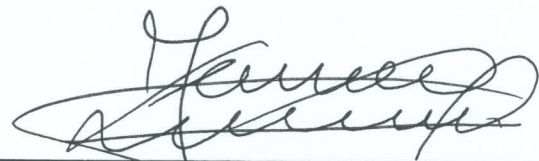
TELEPHONE NUMBER

Operating Engineers/Stationary Engineers, LU 39

ORGANIZATION

March 8, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 8, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**