

### **TERMINATION**

1.14 Buyer Termination. If Seller breaches its obligation to sell the Property to Buyer in accordance with the terms of this agreement and Escrow fails to close by reason of such breach, then Buyer's sole remedies for such breach shall be (i) to treat this agreement as being in full force and effect and seek specific performance; or (ii) to treat this agreement as terminated, in which case the Deposit and all accrued interest thereon shall be returned to Buyer.

BUYER WAIVES ALL OTHER REMEDIES, INCLUDING ANY CLAIMS FOR DAMAGES, RESULTING FROM SELLER'S BREACH OF ITS OBLIGATION TO SELL THE PROPERTY TO BUYER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

\_\_\_\_\_  
(Buyer's Initials)

\_\_\_\_\_  
(Seller's Initials)

This shall not limit or impair Buyer's right to recover attorney's fees and costs if necessary to enforce such obligations or to recover the Deposit.

1.15 Seller Termination. If Buyer defaults in any obligations hereunder, Seller's sole remedy shall be to rescind this Agreement and retain or receive payment of Seventy-Five Thousand Dollars (\$75,000) as liquidated damages for such default ("Liquidated Damages").

1.16 LIQUIDATED DAMAGES. THE LIQUIDATED DAMAGES REFERRED TO IN 7.2 ABOVE SHALL BE DEEMED TO BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN DAMAGES. THE PARTIES AGREE THAT THIS IS A REASONABLE SUM CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE

RELATIONSHIP OF THE SUM TO THE RANGE OF HARM TO SELLER THAT REASONABLY COULD BE ANTICIPATED, AND THE ANTICIPATION THAT PROVING ACTUAL DAMAGES WOULD BE COSTLY, IMPRACTICAL AND EXTREMELY DIFFICULT. IN PLACING THEIR INITIALS AT THE PLACES PROVIDED BELOW, EACH PARTY AGREES TO THE LIQUIDATED DAMAGES PROVISIONS CONTAINED HEREIN, AND CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS MADE. IN CONSIDERATION OF THE PAYMENT OF SUCH LIQUIDATED DAMAGES, SELLER SHALL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY (INCLUDING ANY RIGHTS SELLER MAY HAVE PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 3389 AND 1680).

BUYER

SELLER

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_

#### **ASSIGNABILITY**

1.17 Assignment. Neither party shall, voluntarily or by operation of law, assign or otherwise transfer any of its rights or obligations under this Agreement, including, without limitation, transferring ownership of the Property to another party, without obtaining the prior written consent of the other party. Such consent may only be withheld based upon objective factors which relate to the discharge of obligations set forth herein and in no event shall such consent be unreasonably withheld.

## **GENERAL PROVISIONS**

1.18 Time of Essence. Time is of the essence of each provision of this Agreement in which time is an element.

1.19 Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

### **SELLER**

Symphony Asset Pool XV LLC  
c/o Pacifica Enterprises, Inc.  
5505 Cancha de Golf  
Rancho Santa Fe, CA 92091

With a copy to:  
Judkins, Glatt & Hulme LLP  
600 B Street, Suite 2350  
San Diego, CA 92101  
Attention: Susan Bonanno

### **BUYER**

Solano Community College District  
Attn: Jowel C. Laguerre, Ph.D.  
Superintendent -President  
4000 Suisun Valley Road  
Fairfield, CA 94534-3197

With copy to:

Dannis Wolliver Kelley  
Attn: Clarissa R. Canady  
71 Stevenson Street  
San Francisco, CA 94105

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

9.3 Brokers. Buyer and Seller each represent and warrant to the other that neither has employed any real estate agent, broker or finder in connection with the



contemplated transaction other than Dutra Cerro Graden dba DCG Commercial ("DCG") representing the Buyer and Cornish & Carey Commercial Newmark Knight Frank representing the Seller in the proposed transaction, compensation for which is governed pursuant to a separate agreement.

9.4 Entire Agreement of Parties. This Agreement constitutes the entire Agreement between the parties and supercedes all prior discussions, negotiations and Agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Seller and Buyer.

9.5 California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California.

9.6 Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, or is made a party to any action or proceeding brought by the title company, then, as between Buyer and Seller, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment.

9.7 Waiver. No waiver by any party of any provision of this Agreement shall be considered a waiver of any other provision or of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law or in equity.

9.8 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.



9.9 Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

9.10 Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

9.11 Disputes. Any actions or proceedings arising under, growing out of, or in any way related to this Agreement shall be instituted and prosecuted only in courts located in the County of Solano, State of California, and each party hereto expressly waives its right, under part II, title IV of the California Code of Civil Procedure, to cause any such actions or proceedings to be instituted or prosecuted elsewhere.

9.12 Time. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

9.13 Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

9.14 Review of Form of Agreement. Submission of this instrument for examination or signature by Seller does not constitute an agreement to purchase all, or any portion of, the Property and it is not effective as an Agreement, or otherwise, until execution and delivery by both Buyer and Seller.

9.15 Survival of Warranties, Covenants and Obligations. The warranties, covenants and obligations of each of the parties under the provisions of this Agreement to the extent the same have not been fully performed, and excepting those covenants and

obligations which have been extinguished by the expiration of a specified period of time, shall survive the close of the escrow for a period of 6 months through which the purchase is consummated.

9.16 Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

9.17 Cooperation: Further Documents. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the acquisition of the Property. Both Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary to complete this transaction in accordance with the intent of the parties as evidenced in this Agreement.

9.18 Section 1033 Condemnation/Section 1031 Exchange. Prior to Closing, Buyer shall deliver, or cause to be delivered, to Seller correspondence and documentation necessary for Seller and the sale of the Property to qualify under Section 1033 of the Internal Revenue Code of 1986, as amended (the "Code"), assuming this action by Buyer is permitted by law. Otherwise, Seller may consummate the sale of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the Code, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of an Exchange be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (b) Seller shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (c) Buyer shall not be required to take an assignment of the purchase agreement for the replacement property or be required to acquire or hold title to any real property for purposes of consummating an Exchange desired by Seller; and (d) the Seller shall pay any costs associated with the Exchange. Buyer shall not by this Agreement or



acquiescence to an Exchange desired by Seller have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to Seller that its Exchange in fact complies with §1031 of the Code.

### **RIGHT TO ENTER PROPERTY**

1.20 Access to Real Property. Commencing with execution of this Agreement, Buyer or Buyer's representatives shall have the right of access to the Real Property with Seller's consent prior to the Closing, at all reasonable times for the purpose of obtaining data and making surveys, tests, inspections and other studies permitted by this Agreement at Buyer's sole expense, necessary to carry out this Agreement or as required by local and California state regulatory agencies.

1.21 Insurance Required. As a condition to the right of entry set forth above, Buyer shall procure and maintain broad form commercial liability insurance, including direct contractual and contingent liability coverages, with limits of not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury, and \$2,000,000 general policy aggregate. Such policy shall (i) name Seller as an additional insured party, (ii) provide that it cannot be materially changed or terminated without at least 30 days prior written notice to Seller (except that only ten days prior written notice shall be required for termination due to nonpayment of premium), and (iii) be occurrence based (i.e., not claims made). A certificate of insurance evidencing the insurance policy described above shall be delivered to Seller before entry onto the Project by Buyer or its agents, representatives or consultants.

1.22 Restoration of Real Property. Buyer shall, upon completion of data gathering, and making surveys, tests, inspections and other studies, restore the Real Property to the



extent reasonably possible to its condition prior to such data gathering, surveys, tests, inspections and other studies.

1.23 Indemnification Resulting From Access. Buyer shall indemnify and hold harmless Seller of and from any and all mechanic's liens, claims, liabilities, costs, expenses, including attorneys' fees, and damages arising out of or in any way related to any such use of the Real Property by Buyer or by any other person or entity on behalf of, or at the request of, Buyer, excluding any losses or damages, including but not limited to a reduction in the value of the Real Property, resulting from any finding or results of any surveys, tests, inspections or other studies, whether or not negligent.

1.24 Seller / Buyer Disclosure. Pursuant to Section 3.1(g)(2) of this Agreement, Seller will deliver to Buyer copies of all surveys, soil tests, engineering studies, reports and any other test results or reports in Seller's possession or under Seller's control concerning the Property. If so requested by Buyer, Seller will instruct those who prepared any such reports as well as Seller's agents and employees, to divulge any other information they may have about the Property to Buyer, provided that Buyer pays any additional costs incurred. Buyer shall deliver to Seller at no cost to Seller copies of all written materials prepared by or for Buyer in connection with its investigations, inspections, tests, surveys or studies of the Property, including but not limited to topography maps, aerial photographs, surveys, drainage studies, maps, soils and environmental tests and reports.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**BUYER:**

SOLANO COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

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

**SELLER:**

SYMPHONY POOL ASSETS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**(1400, 1401, 1500, 1501 SONATA DR, VALLEJO, CA 94591)**



**EXHIBIT B**

**LEGAL DESCRIPTION**

**(1400, 1401, 1500, 1501 SONATA DR, VALLEJO, CA 94591)**

**EXHIBIT C**  
**GRANT DEED**

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

**TO: Members of the Governing Board**

**SUBJECT: PROPERTY PURCHASE CONTRACT – 2000 NORTH  
VILLAGE PARKWAY, VACAVILLE, CA 95688**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

The Board is presented with a contract for the purchase of real property located at 2000 North Village Parkway, Vacaville, CA 95688. The property is located across from the existing Vacaville Center and has been leased by the District for classroom use and will house the District's Corporate Training Facility.

The purchase of the property was negotiated as part of the District's lease agreement with the seller, in the amount of \$2,500,000. The purchase is subject to standard due diligence and appraisal.

The property will be purchased with Measure Q funds.

*Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$2,500,000*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

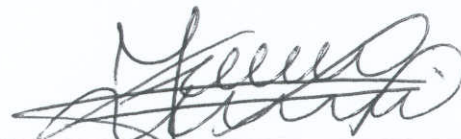
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**PURCHASE AND SALE AGREEMENT**

by and between

**SIERRA BAY PROPERTIES, INC.,**  
a California corporation  
("Seller")

and

**SOLANO COMMUNITY COLLEGE DISTRICT,**  
a California community college district  
("Buyer")

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<b>EXHIBITS:</b>	Exhibit A	Legal Description of the Real Property
	Exhibit B	General Assignment
	Exhibit C	Intentionally Omitted
	Exhibit D	Grant Deed
	Exhibit E	Bill of Sale
	Exhibit F	Natural Hazard Disclosure Statement



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**") is made and entered into as of November 12, 2013 (the "**Agreement Date**"), by and between **SIERRA BAY PROPERTIES, INC.**, a California corporation ("**Seller**"), and **SOLANO COMMUNITY COLLEGE DISTRICT**, a California community college district ("**Buyer**"), with reference to the following facts.

### **RECITALS**

A. Seller is the owner of that certain improved real property located at 2000 North Village Parkway, Vacaville, California 95688, as depicted in *Exhibit A* attached hereto and made a part hereof (the "**Real Property**") together with all (i) improvements, structures and fixtures (other than trade fixtures) (collectively, the "**Improvements**") and personal property (the "**Personal Property**") actually owned by Seller (if any) located in, on or about the Real Property or the Improvements and actually used in the operation of the Improvements, and (ii) easements, appurtenances, rights and privileges actually belonging thereto (collectively, the "**Appurtenances**"). The Real Property, the Improvements, the Personal Property and the Appurtenances are collectively referred to herein as the "**Property**."

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property, in accordance with the terms and provisions hereinafter contained in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **1. SALE OF THE PROPERTY.**

Seller shall sell to Buyer and Buyer shall purchase from Seller the Property at the Closing (defined in Section 6 below), subject to and on the terms and conditions contained herein.

#### **2. DEPOSITS.**

2.1 Initial Deposit. Within one (1) business day after the Agreement Date, Buyer shall place on deposit into the escrow account (the "**Escrow Account**") to be opened with Old Republic Title Insurance Company located at 1000 Burnett Avenue, Suite 400, Concord, California 94520 (Attention: Ms. Donna Jones) ("**Title Company**" or "**Escrow Holder**") the amount of Fifty Thousand Dollars (\$50,000) as an initial deposit (the "**Initial Deposit**"). The Title Company shall cause the Initial Deposit to be placed into an interest bearing bank account acceptable to Buyer and Seller. Any interest earned on the Initial Deposit shall be included as part of the Initial Deposit. The Initial Deposit and interest earned thereon, shall be fully refundable to Buyer during the period commencing on the Agreement Date and ending at 5:00 p.m. (Pacific Time) on the date which is thirty (30) days after the Agreement Date (the "**Conditions Period**"). For purposes hereof, the last day of the Conditions Period shall mean and be referred to herein as the "**Approval Date**". If Buyer fails to deliver the Initial Deposit into the Escrow Account strictly as and when contemplated herein, Seller shall have the right to terminate this Agreement by delivering written notice thereof to Buyer at any time and thereafter neither party shall have any further rights or obligations hereunder except for the indemnities contained in Sections 4.4



and 16 below, Buyer's covenants made herein which are expressly intended to survive any such termination and Buyer's obligations under Section 4.3 below to deliver to Seller the Due Diligence Materials (defined below) (collectively, "**Buyer's Surviving Obligations**"). If Buyer decides to proceed with the transaction contemplated herein, then Buyer shall deliver written notice thereof to Seller prior to the expiration of the Conditions Period (the "**Approval Notice**"). If Buyer fails to timely deliver the Approval Notice, this Agreement shall be deemed automatically terminated and of no further force or effect (except for Buyer's Surviving Obligations), and Escrow Holder shall return the Initial Deposit to Buyer without further instruction or written approval from Seller.

2.2 Additional Deposit. Provided Buyer has delivered the Approval Notice to Seller prior to 5:00 p.m. (Pacific Time) on the Approval Date, (i) at the end of the Conditions Period the Initial Deposit shall become non-refundable to Buyer, and (ii) within one (1) business day after the Approval Date Buyer shall place on deposit into the Escrow Account, the amount of Twenty-five Thousand Dollars (\$25,000) as the additional deposit (the "**Additional Deposit**"). Escrow Holder shall cause the Additional Deposit to be placed into an interest bearing bank account acceptable to Buyer and Seller. Any interest earned on the Additional Deposit shall be included as part of the Additional Deposit. The Additional Deposit shall be retained in the Escrow Account until the Closing (defined below), and the Additional Deposit shall be non-refundable to Buyer; provided, however, the Initial Deposit and the Additional Deposit (including any interest earned thereon) shall be refundable to Buyer if all of the Buyer's Closing Conditions (defined below) are not satisfied or otherwise waived by Buyer in accordance with the provisions of Section 4.3 of this Agreement. If Buyer fails to deliver the Additional Deposit into the Escrow Account strictly as and when contemplated herein, Seller shall have the right to terminate this Agreement by delivering written notice thereof to Buyer at any time and thereafter neither party shall have any further rights or obligations hereunder except for Buyer's Surviving Obligations. The Initial Deposit and the Additional Deposit shall be applied to the Purchase Price at the Closing. The Initial Deposit and the Additional Deposit are collectively referred to herein as the "**Deposits**."

### 3. PURCHASE PRICE.

The purchase price for the Property is Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "**Purchase Price**"), as such amount may be adjusted for prorations in accordance with the provisions of Section 14 below. At the Closing, the balance of the Purchase Price remaining after deduction for the Deposits, shall be paid by Buyer to Seller in cash, in immediately available funds via wire transfer.

### 4. CONDITIONS TO PARTIES' OBLIGATIONS.

4.1 Buyer's Pre-Closing Conditions. Buyer's obligations under this Agreement shall be subject to the approval of, or waiver by, Buyer of the following described matters (collectively, the "**Pre-Closing Conditions**") on or before the earlier of (i) the time periods specified in each subsection below, or (ii) 5:00 p.m. (Pacific Time) on the Approval Date:

4.1.1 Title. If not already delivered prior to the Agreement Date, within five (5) business days after the Agreement Date, Seller will cause to be issued and delivered to Buyer a preliminary title report for the Property, together with all documents evidencing exceptions to title referred to therein issued by the Title Company (collectively, the "**Title Report**"). Buyer shall have a period of twenty (20) days after the Agreement Date to either



approve of the exceptions (if any) contained therein, or to notify Seller in writing ("Title Objection Notice"), specifying any exceptions to which Buyer objects (each, a "Title Objection"). Seller shall have a period of three (3) business days after Seller's receipt of the Title Objection Notice (i) to remove, or agree to remove prior to the Closing, some or all of the Title Objections, and to inform Buyer of the same, or (ii) to advise Buyer, in writing, that Seller will not agree to remove some or all of the Title Objections; the foregoing election by Seller being at Seller's sole option and discretion ("Title Response Notice"). If Seller fails to timely deliver to Buyer the Title Response Notice, it shall be conclusively deemed that Seller has elected not to remove any of the Title Objections. If Seller advises Buyer in its Title Response Notice that it will not remove or agree to remove some or all of the Title Objections (or Seller is deemed to have so advised Buyer), then Buyer shall have until 5:00 p.m. (Pacific Time) on the Approval Date to advise Seller, in writing, whether Buyer elects to waive such objections and proceed with the acquisition of the Property or to terminate this Agreement. Failure by Seller to remove those specified exceptions which Seller has expressly agreed to remove in the Title Response Notice within the specified period shall be deemed to be a failure of this condition, in which event the Agreement shall terminate, and the Deposits (to the extent made) shall be returned to Buyer, and the parties shall have no further obligations hereunder except for the Buyer's Surviving Obligations unless Buyer withdraws its objections in writing. Notwithstanding the foregoing, on or prior to Closing Seller shall remove or cause to be removed those certain monetary liens or encumbrances affecting the Property which Seller has created or expressly permitted to exist other than current taxes and assessments.

4.1.2 Physical Inspections. Seller shall permit Buyer and its authorized agents, consultants and contractors to enter upon the Property during reasonable business hours (provided, Buyer shall not interfere with or disturb any tenants' operations therein or Seller's operation of the Property) to make and perform such environmental evaluations, and other inspections and investigations of the physical condition of the Property. Buyer shall maintain, and shall ensure that its agents, consultants and contractors maintain, public liability and property damage insurance insuring against any liability arising out of any entry, tests or investigations of the Property pursuant to the provisions hereof. Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation, a "Phase II" environmental assessment, mold testing or indoor air quality testing, without in each instance first obtaining Seller's written consent thereto, which consent Seller may give or withhold in Seller's sole and absolute discretion. Upon request, Buyer shall promptly deliver to Seller copies of any reports relating to any inspections, tests or investigations of the Property performed by or on behalf of Buyer. Buyer shall have until 5:00 p.m. (Pacific Time) on the Approval Date to notify Seller in writing of its approval or disapproval of any such evaluations, inspections and investigations.

4.1.3 Plans, Permits, Reports and Related Information. Within five (5) business days after the Agreement Date, but only to the extent the same is actually in Seller's possession and has not already been delivered to Buyer by Seller prior to the Agreement Date, Seller will deliver to Buyer a true and complete copy of (i) property tax bills for the two (2) most recent tax fiscal years; (ii) without any warranty or representation as to the accuracy thereof or to the ability of Buyer to rely thereon, soils reports, ADA reports, as-built plans and specifications, drawings, and structural or engineering studies or reports; and (c) without any warranty or representation as to the accuracy thereof or to the ability of Buyer to rely thereon, a copy of any existing survey(s) of the Property. Buyer shall have until 5:00 p.m. (Pacific Time) on the Approval Date to notify Seller in writing of its disapproval of any such matters. In no event shall



Seller be required to prepare or obtain any information, report, document or survey not presently in Seller's possession.

4.1.4 Leases and Other Information. Within five (5) business days after the Agreement Date, but only to the extent the same is actually in Seller's or its property manager's possession and has not already been delivered to Buyer by Seller prior to the Agreement Date, Seller will deliver to Buyer or otherwise make available to Buyer at Seller's property management company's offices during normal business hours for inspection by Buyer, the following described documents and information: (i) a copy of all existing and pending leases and subleases together with any amendments or modifications thereof affecting any portion of the Property (collectively, the "**Leases**"), and any correspondence with the tenants of the Property of a material nature; (ii) a current rent roll for the Property, in the format customarily used by Seller, with the information contained therein made as of the date specified therein; (iii) a copy of project operating reports, in the format and for the time periods customarily prepared by Seller; and (iv) a copy of CAM reconciliations for the most recent full calendar year prior to the Closing and to the extent available, a summary of expenses for the current year. Buyer shall have until 5:00 p.m. (Pacific Time) on the Approval Date to notify Seller in writing, of its approval of the Leases and other information. At the Closing Seller shall assign to Buyer its rights and interests in and to the Leases and all security deposits then being held by Seller pursuant to the General Assignment in substantially the form attached hereto as **Exhibit B**, and made a part hereof ("**General Assignment**").

4.1.5 Contracts. Within five (5) business days after the Agreement Date, but only to the extent the same is actually in Seller's possession, Seller will deliver to Buyer a copy of all service agreements, commission agreements, maintenance agreements, easement agreements, improvement agreements, license agreements, and other agreements related to or affecting the Property and not included as part of the title documents delivered pursuant to Section 4.1.1 hereof (collectively, the "**Contracts**"). Buyer shall have a period of twenty (20) days after the Agreement Date to either approve of any such Contracts, or to notify Seller in writing, specifying any Contracts which Buyer desires be terminated on or before the Closing, and which, by their express terms, may be terminated on or before the Closing (the "**Disapproved Contracts**"); provided, however, in no event shall Seller be required to terminate any Contracts which by their terms are not terminable prior to the Closing unless Buyer agrees, in writing, to pay the prorated charges or costs thereunder as of the Closing Date. Seller shall have until one (1) business day prior to the expiration of the Conditions Period to notify Buyer, in writing, of its agreement to lawfully terminate such Disapproved Contracts prior to the Closing, with such Disapproved Contracts being terminated effective on or before the Closing. Those Contracts not expressly disapproved by Buyer and those Disapproved Contracts which Seller has advised Buyer it will not terminate at or prior to the Closing (collectively, the "**Approved Contracts**") shall be assigned by Seller to Buyer at the Closing. Seller shall assign its rights and interests under the Approved Contracts to Buyer at the Closing pursuant to the General Assignment. Failure by Seller to agree to so terminate some or all of the Disapproved Contracts within the specified period shall be deemed to be a failure of this condition, unless Buyer withdraws its disapproval or rejection, in writing, prior to the 5:00 p.m. (Pacific Time) on the Approval Date.

4.1.6 Economic Feasibility. Buyer's determination, in its sole and absolute discretion, of the economic feasibility of the Property for Buyer's intended ownership.

4.1.7 Natural Hazard Disclosure Statement. By the date which is seven (7) business days after the Agreement Date, Seller shall have executed and delivered to Buyer, a



Natural Hazard Disclosure Statement, as and to the extent prescribed by California law, in substantially the form of **Exhibit I** attached hereto and made a part hereof (the "NHDS"). On or prior to the Approval Date, Buyer shall execute and deliver to Seller one (1) counterpart original of the NHDS which signature shall, among other things, serve to acknowledge Buyer's receipt from Seller of such NHDS and Buyer's understanding and acceptance thereof.

#### 4.2 Closing Conditions.

4.2.1 Buyer's Closing Conditions. Following the Approval Date, Buyer's obligation to consummate the purchase of the Property shall be subject to the satisfaction or waiver by Buyer of the following conditions (collectively, the "**Buyer's Closing Conditions**"):

4.2.1.1 Delivery of Title Policy. At the Closing, if Buyer has timely delivered to the Title Company an ALTA Survey in insurable form reasonably acceptable to the Title Company, the Title Company shall be irrevocably committed to issue to Buyer the ALTA Policy (defined below). Alternatively, if Buyer has not timely delivered to the Title Company an ALTA Survey in insurable form reasonably acceptable to the Title Company, the Title Company shall be irrevocably committed to issue to Buyer the CLTA Title Policy (defined below). The ALTA Policy or the CLTA Title Policy, as the case may be, shall be subject only to (i) a lien for real property taxes and assessments not then delinquent; (ii) matters of title respecting the Real Property approved or deemed approved by Buyer pursuant to the provisions of this Agreement; and (iii) matters affecting the condition of title to the Real Property created or permitted by, or with the written consent of, Buyer or its agents, representatives, consultants or contractors (collectively, the "**Permitted Exceptions**").

4.2.1.2 Representations. Except as Seller otherwise discloses to Buyer, in writing, prior to the Approval Date, Seller's representations contained in Section 26 of this Agreement shall have been true and correct in all material respects when made and, except as otherwise disclosed to Buyer in writing prior to the Closing Date, shall be true and correct in all material respects as of the Closing Date.

4.2.1.3 Termination of Disapproved Instruments. Seller lawfully terminating, or causing the lawful termination of, the Disapproved Contracts which Seller has agreed to terminate in accordance with the provisions of Section 4.1.5 hereof, all of which having an effective date of termination being on or before the Closing. Additionally, effective as of the Closing Date, Seller shall terminate any property management agreement made with its property management company with respect to the Property.

4.2.1.4 Lot Line Adjustment. Buyer acknowledges and agrees that the Real Property is not a separate legal parcel as of the Agreement Date. Upon Buyer's delivery of the Approval Notice, Seller shall commence a lot line adjustment or other proceeding to establish the Real Property as a separate legal parcel in conformance with the Subdivision Map Act ("**Lot Line Adjustment**"). Buyer acknowledges and agrees that the depiction of the Real Property shown on **Exhibit A** is an approximation of the property line location and that the final form of the Real Property conveyed to Buyer hereunder at the Closing may deviate in size and/or shape from **Exhibit A**. The Lot Line Adjustment shall be completed at Seller's sole cost and expense and the Closing shall occur within the time period set forth in Section 6.2 below; provided, however, if the Lot Line Adjustment has not occurred within one hundred eighty days (180) days after the Approval Date, either party may elect to terminate this Agreement, in which event, the Deposits shall be returned to Buyer, and neither party shall have any rights or obligations hereunder except for Buyer's Surviving Obligations.



4.2.2 Seller's Closing Conditions. Seller's obligation to consummate the sale of the Property is conditioned upon the approval or Seller's written waiver on or prior to the Closing Date of the following conditions (collectively, the "**Seller's Closing Conditions**"):

4.2.2.1 Not later than one (1) business day prior to Closing, Buyer shall deliver into the Escrow Account (for payment to Seller), in immediately available funds, cash in an amount of the balance of the Purchase Price remaining after deduction for the Deposits plus the costs, expenses and prorations required to be paid by Buyer hereunder.

4.2.2.2 Buyer shall not be in material default of its obligations hereunder.

4.2.2.3 Each of the documents required to be delivered by Buyer pursuant to Section 6.4.2 shall have been timely delivered as provided therein.

4.2.2.4 All of Buyer's representations and warranties contained herein shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing Date.

#### 4.3 Failure of Conditions.

4.3.1 If Buyer timely delivers to Seller the Approval Notice, the parties shall proceed with this transaction and the Closing. If Buyer fails to timely deliver to Seller all required notices, including, without limitation, the Approval Notice, within the applicable time periods specified in Section 4.1 above, then this Agreement shall be deemed automatically terminated without either party having any further rights or obligations hereunder except for Buyer's Surviving Obligations. If Buyer elects to terminate this Agreement, or this Agreement is deemed terminated, the Initial Deposit shall be returned to Buyer and neither Buyer nor Seller shall have any further liability or obligation to each other, except for Buyer's Surviving Obligations. Notwithstanding anything to the contrary contained herein, if Buyer terminates this Agreement for failure of a Pre-Closing Condition or for any other reason, within ten (10) days after such termination Buyer shall deliver to Seller a copy of all materials, tests, audits, surveys, reports, studies and the results of any and all investigations and inspections conducted by Buyer (excluding any proprietary materials) (collectively, the "**Buyer's Documents**") and Buyer shall also return to Seller any and all documents, leases, agreements, reports and other materials given to Buyer by or on behalf of Seller (collectively, the "**Seller's Documents**") (the Buyer's Documents and the Seller's Documents are collectively referred to herein as the "**Due Diligence Materials**"). The foregoing covenants of Buyer shall survive any such termination of this Agreement.

4.3.2 If Buyer delivers the Approval Notice to Seller prior to 5:00 p.m. (Pacific Time) on the Approval Date, (i) the Initial Deposit shall become non-refundable to Buyer, and (ii) within one (1) business day after the Approval Date, Buyer shall deposit into the Escrow Account, the Additional Deposit which shall also become non-refundable to Buyer subject to the satisfaction or waiver of the Buyer's Closing Conditions. If any or all of the Buyer's Closing Conditions are not satisfied or waived by Buyer on or before the date established for the Closing, then Buyer shall notify Seller in writing of those Buyer's Closing Conditions which have not been satisfied or otherwise waived by Buyer (the "**Buyer's Closing Conditions Failure Notice**"). Seller shall have three (3) business days after Buyer has delivered to Seller the Buyer's Closing Conditions Failure Notice (and the Closing shall be extended, if necessary to give Seller such three (3) business day period) to notify Buyer in writing of Seller's election either to (i) take such actions as may be necessary to cure such matters to Buyer's reasonable satisfaction prior to the



date of Closing (as same may be extended), or (ii) advise Buyer that Seller will not cure such matters (the "Seller's Conditions Notice"). If Seller elects not to cure such matters, then within two (2) business days after Buyer's receipt of the Seller's Conditions Notice (and the Closing shall be extended, if necessary to give Buyer such two (2) business day period), Buyer, at its sole option, may elect to do any of the following: (a) Buyer may elect to terminate this Agreement by delivering written notice thereof to Seller, in which event Seller shall promptly cause the return to Buyer of the Deposits, and the parties shall have no further obligations hereunder except for Buyer's Surviving Obligations; (b) if the Buyer's Closing Condition in question is any of those conditions specified in Sections 4.2.1.1, 4.2.1.2 or 4.2.1.3 and Seller is not in any material manner responsible for the deviation or failure of such Buyer's Closing Condition, then Buyer may elect to terminate this Agreement by delivering written notice thereof to Seller, in which event Seller shall promptly cause the return to Buyer of the Deposits, and the parties shall have no further obligations hereunder except for Buyer's Surviving Obligations; (c) if the Buyer's Closing Condition in question is any of those conditions specified in Section 4.2.1.3, or if the Buyer's Closing Condition in question is any of those conditions specified in Sections 4.2.1.2 or 4.2.1.3 and Seller is actually responsible for the deviation or failure of such Closing Condition, then Buyer may pursue the remedies available to it pursuant to Section 5.2 below; or (d) Buyer may elect to waive the Buyer's Closing Condition(s) in question and proceed with the purchase of the Property.

4.3.3 If Buyer elects to terminate the Agreement, neither party shall have any further liability or obligation hereunder except for Buyer's Surviving Obligations. If Seller elects to cure such matters as set forth in the Buyer's Closing Conditions Failure Notice, Seller shall promptly take any and all actions as may be necessary to cure same and the date of the Closing may be extended for a period of time reasonably acceptable to both Seller and Buyer to enable Seller to accomplish same. Failure by Buyer to notify Seller within the specified time periods set forth herein, shall be deemed an approval by Buyer of each such matter, in which event all such conditions and contingencies shall be conclusively deemed to be satisfied and approved. If any of the Seller's Closing Conditions are not satisfied or otherwise waived by Seller prior to the Closing Date, Seller may elect, in its sole and absolute discretion, to terminate this Agreement

4.4 Investigations Indemnity. Buyer shall keep the Property free from all liens and shall indemnify, defend (with counsel reasonably satisfactory to Seller), protect, and hold Seller and each Releasee (defined below) harmless from and against any and all Claims (defined below) relating to or arising in any manner whatsoever from any studies, evaluations, inspections, investigations or tests made by Buyer or Buyer's agents or representatives relating to or in connection with the Property or entries by Buyer or its agents or representatives in, on or about the Property; provided, Buyer shall not be liable to Seller under the foregoing indemnity solely as a result of the discovery by Buyer of a pre-existing condition in or on the Property. Notwithstanding any provision to the contrary in this Agreement, the indemnity obligations of Buyer under this Agreement shall survive any termination of this Agreement or the delivery of the Grant Deed and the transfer of title.

## 5. REMEDIES/LIQUIDATED DAMAGES.

5.1 BUYER'S DEFAULT. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR



EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER, AND AGREE THAT THE DEPOSITS (INCLUDING ALL INTEREST) AND THE DELIVERY TO SELLER BY BUYER OF THE DUE DILIGENCE MATERIALS IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, THE DEPOSITS (INCLUDING ALL INTEREST) AND THE DELIVERY TO SELLER BY BUYER OF THE DUE DILIGENCE MATERIALS SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY BUYER TO SELLER AND THE TITLE COMPANY AS SELLER'S SOLE AND EXCLUSIVE REMEDY. SELLER AGREES TO WAIVE ALL OTHER REMEDIES AGAINST BUYER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY BUYER; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT LIMIT (I) BUYER'S OBLIGATIONS TO PAY TO SELLER ALL ATTORNEYS' FEES AND COSTS OF SELLER TO ENFORCE THE PROVISIONS OF THIS SECTION 5.1 AND/OR BUYER'S INDEMNITY OBLIGATIONS UNDER SECTIONS 4.4 AND 16 HEREOF, (II) BUYER'S INDEMNITY OBLIGATIONS UNDER SECTIONS 4.4 AND 16 HEREOF, OR (III) THE ABILITY AND RIGHT OF SELLER TO ENFORCE SUCH INDEMNITIES. EACH OF THE PAYMENT OF THE DEPOSITS (INCLUDING ALL INTEREST), THE PAYMENT BY BUYER OF ALL ESCROW CANCELLATION CHARGES AND FEES, AND THE DELIVERY TO SELLER BY BUYER OF THE DUE DILIGENCE MATERIALS AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: DA

BUYER'S INITIALS: YL

5.2 SELLER'S DEFAULT. IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF SELLER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), BUYER SHALL BE RELEASED FROM ITS OBLIGATION TO PURCHASE THE PROPERTY FROM SELLER, AND BUYER MAY EITHER (I) PROCEED AGAINST SELLER BY BRINGING AN ACTION FOR SPECIFIC PERFORMANCE UNDER THIS AGREEMENT WITHOUT ANY RIGHT TO SEEK DAMAGES OF ANY KIND OR NATURE, OR (II) TERMINATE THIS AGREEMENT IN WHICH EVENT THE DEPOSITS SHALL BE RETURNED TO BUYER AND BUYER SHALL PROMPTLY RETURN TO SELLER THE SELLER'S DOCUMENTS. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY BUYER AS A RESULT OF SUCH MATERIAL DEFAULT BY SELLER, AND AGREE THAT THE REMEDY SET FORTH IN CLAUSE (II) ABOVE IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT SELLER BREACHES THIS AGREEMENT BY MATERIALLY DEFAULTING IN THE COMPLETION OF THE SALE, AND BUYER ELECTS NOT TO EXERCISE THE REMEDY SET FORTH IN CLAUSE (I) ABOVE BUT INSTEAD ELECTS THE REMEDY SET FORTH IN CLAUSE (II) ABOVE, SUCH SUMS SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF BUYER WHICH IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO BUYER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. BUYER AGREES TO, AND DOES HEREBY, WAIVE ALL OTHER REMEDIES AGAINST SELLER WHICH BUYER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY SELLER.

SELLER'S INITIALS: DA

BUYER'S INITIALS: YL



## 6. CLOSING AND ESCROW.

6.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit a copy of an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Date of Closing. Unless otherwise agreed to in writing by the parties, escrow shall close on or before 8:00 a.m. (Pacific Time) on the date which is fifteen (15) days following the satisfaction of the Lot Line Adjustment (the "**Closing Date**"), with time being of the essence. Such Closing Date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement. In the event the Closing does not occur on or before the Closing Date (as same may be extended) the Escrow Holder shall, unless it is notified by both parties to the contrary within three (3) days prior to the actual date on which the Closing occurs, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

6.3 Conveyance. At Closing, Seller shall convey to Buyer fee simple title to the Property (excluding the Personal Property), by means of a grant deed in substantially the form of **Exhibit D** attached hereto and made a part hereof ("**Grant Deed**"), subject to all applicable laws, rules, regulations, codes, ordinances and orders, and the Permitted Exceptions. The Closing shall mean the date that the Grant Deed is recorded in the official records of Solano County, possession of the Property is delivered to Buyer, and Buyer fulfills all of its obligations hereunder. If Seller cannot so deliver title to the Property to Buyer, Buyer may, at its option, take title to the Property in such condition as Seller can then convey, without abatement of the Purchase Price or, at Buyer's option, Buyer may exercise its remedies in accordance with the provisions of Section 5.2 above.

### 6.4 Closing Documents.

6.4.1 Seller's Closing Documents. At Closing, in addition to the Grant Deed, Seller shall deliver to Buyer, or Escrow Holder for delivery to Buyer, all of the following documents: (i) originals or true and complete copies of the Approved Contracts, if any; (ii) two (2) counterparts of the General Assignment duly executed by Seller; (iii) two (2) counterparts of a bill of sale (the "**Bill of Sale**") for the Personal Property, if any, in substantially the form attached hereto as **Exhibit E** and made a part hereof, duly executed by Seller; and (iv) a certificate of non-foreign status in accordance with the requirements of Internal Revenue Code Section 1445, as amended ("**FIRPTA Certificate**") and a California "Seller's Affidavit of Nonforeign Status" with respect to the Property, duly executed by Seller.

6.4.2 Buyer's Closing Payments and Documents. At Closing, in addition to Buyer's payment to Seller of the Purchase Price, Buyer shall deliver to Seller or Escrow Holder for delivery to Seller, as applicable, the following: (i) two (2) counterparts of the General Assignment duly executed by Buyer; (ii) two (2) counterparts of the Bill of Sale duly executed by Buyer; and (iii) such other documents and instruments as may be reasonably required by Seller or the Title Company to consummate the transaction contemplated herein. Buyer's timely making



and delivery of the aforesaid funds, documents and information shall be a condition precedent to Seller's obligations under this Agreement. Time is of the essence with respect hereto.

**7. INTERIM OPERATION OF THE PROPERTY.**

Except as otherwise contemplated or permitted by this Agreement or approved by Buyer in writing, from the Agreement Date to the Closing Date, Seller agrees that it will operate, maintain, repair and lease the Property in the ordinary course and consistent with such Seller's past practices and will not dispose of or encumber its Property, except for dispositions of personal property in the ordinary course of business or as otherwise permitted hereunder.

**8. INTENTIONALLY OMITTED.**

**9. SELLER'S MAINTENANCE OF THE PROPERTY.**

Between the Agreement Date and the Closing Date, Seller shall maintain the Property in substantially the same manner as prior hereto in accordance with Seller's normal course of business, subject to reasonable wear and tear and further subject to the occurrence of any damage or destruction to the Property by casualty or other causes or events beyond the control of such Seller; provided, however, that such Seller's maintenance obligations under this Section 9 shall not include any obligation to make capital expenditures or any other expenditures not incurred in Seller's normal course of business. Buyer acknowledges and agrees that, prior to the Closing, Seller may record CC&Rs, easements, cross-parking agreements, or any other document deemed reasonably necessary by Seller and otherwise permitted under the Existing Lease.

**10. CASUALTY AND CONDEMNATION.**

In the event there is any damage to the Real Property or destruction of any improvement thereon or condemnation of any portion of the Property after the Agreement Date, Buyer shall be required to purchase the Property with a credit against the Purchase Price otherwise due hereunder equal to the amount of any insurance proceeds or condemnation awards actually collected by Seller prior to the Closing as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible or any uninsured amount or retention, less any sums expended by Seller prior to the Closing for the restoration or repair of the Property and/or in collecting such insurance proceeds or condemnation awards. Seller agrees that it will maintain its present casualty insurance policy with respect to the Property in full force and effect until the Closing. If the insurance proceeds or condemnation awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer, except to the extent needed to reimburse Seller for sums it expended prior to the Closing for the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards.

**11. LIMITED LIABILITY.**

Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, related and affiliated entities, successors and assigns (collectively, the "**Buyer Parties**") hereby agrees that in no event or circumstance shall any of the members, partners, employees, representatives, officers, directors, agents, property management company, affiliated or related entities of Seller or Seller's property management company, namely SIERRA PACIFIC PROPERTIES, INC., have any personal liability under this Agreement, or to any of Buyer's creditors, or to any other party in connection with the Property.



**12. RELEASE.**

Buyer on its own behalf and on behalf of each of the Buyer Parties hereby agrees that each of Seller, Seller's partners or members, as the case may be, and each of their partners, members, trustees, directors, officers, employees, representatives, property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively, the "Releasees") shall be, and are hereby, fully and forever released and discharged from any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, attorneys' fees, consultants' fees and costs and experts' fees (collectively, the "Claims") with respect to any and all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Property including, without limitation, the physical, environmental and structural condition of the related Real Property or any law or regulation applicable thereto. Buyer hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, directly or indirectly, against the Releasees or their agents in connection with Claims described above and expressly waives the provisions of Section 1542 of the California Civil Code which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**

and all similar provisions or rules of law. Buyer elects to and does assume all risk for such Claims heretofore and hereafter arising, whether now known or unknown by Buyer. The aforementioned release shall not include or be applicable to any Claims arising out of the entry into or performance of this Agreement by Seller. Notwithstanding anything to the contrary herein, Seller shall not have any liability whatsoever to Buyer with respect to any matter disclosed to or discovered by Buyer or its agents or representatives prior to the Closing Date.

Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 12. Seller and Buyer have each initialed this Section 12 to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Section 12 shall survive the Closing and shall not be deemed merged into any instrument or conveyance delivered at the Closing.

Seller's Initials: DS

Buyer's Initials: YC

**13. AS-IS CONDITION OF PROPERTY.**

Buyer specifically acknowledges, represents and warrants that prior to Closing, it and its agents and representatives will have thoroughly inspected the Property and observed the physical characteristics and condition of the Property. Additionally, Buyer or an affiliate of Buyer has been a tenant in possession of the Property pursuant to that certain Interim College Facility Lease dated May 1, 1996, as implemented by Memorandum of Lease Commencement dated October 10, 1997, and amended by 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, Landlord letter agreement dated January 16, 2013, and Sixth Amendment to Lease dated January 31, 2013 (collectively, the "Existing Lease"). Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS," "WHERE IS," and WITH ALL FAULTS", and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Buyer hereby represents and warrants to Seller that Buyer has performed an independent inspection and investigation of the Property and has also investigated and has knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further acknowledges and agrees that Seller is not under any duty to make any inquiry regarding any matter that may or may not be known to the Seller or any member, partner, officer, employee, attorney, property manager, agent or broker of Seller.

Seller's Initials:       *RM*      

Buyer's Initials:       *YL*      

#### **14. PRORATIONS AND RENT ARREARAGES.**

14.1 At Closing, all rents actually paid and collected, and any other charges owing and which have been collected by Seller for or in respect of the month in which the Closing occurs shall be prorated as of and through the Closing Date on the basis of a 365-day year, and the prorated amount attributable to the period following the Closing shall either be paid to Buyer at the Closing or credited against the Purchase Price, at Seller's option.

14.2 In addition, to the extent not paid directly by any tenants of the Property, real property taxes and assessments, water, sewer and utility charges and amounts payable under the Approved Contracts (calculated on the basis of the period covered), and other expenses normal to the operation and maintenance of the Property shall be prorated as of and through the Closing Date on the basis of a 365-day year.

14.3 At the Closing Seller shall credit against the Purchase Price the amount equal to the aggregate of all security deposits paid by the tenants under the Leases and received by Seller in connection with the Leases, to the extent Seller has not already returned or applied any of such security deposits in accordance with the terms of the applicable Leases. The provisions of this Section 14 shall survive the Closing.

14.4 At the Closing, Buyer shall reimburse Seller for the unamortized amount of the additional Rent (defined in the Existing Lease) abatement exercised by the tenant under the Existing Lease pursuant to the last two (2) sentences of Section 3 thereof. Such amount, if any, shall be paid through Escrow Holder but shall not be considered part of, or an amendment to, the Purchase Price.

#### **15. CLOSING COSTS.**

Except as expressly set forth herein, all costs associated with the transfer of title and the associated escrow shall be in accordance with the customary practices in Solano County. Seller shall pay the documentary county transfer taxes. At Closing, Buyer shall obtain from the Title Company a CLTA Owner's Policy of Title Insurance in the amount of the Purchase Price insuring fee simple title to the Property in Buyer (the "CLTA Title Policy"). Buyer may elect to cause the Title Company to issue an ALTA Owner's Policy of Title Insurance and if Buyer so elects in writing, Buyer shall timely provide the Title Company with an insurable ALTA Survey of



the Property (and as is reasonably acceptable to the Title Company), at Buyer's sole cost and expense (the "ALTA Policy"). At Closing, Buyer shall pay any and all costs related to the CLTA Policy (including all endorsements thereto) and incremental premiums or other charges related to the ALTA Policy (including all endorsements thereto), the recording fees, and escrow charges. Each party shall be solely responsible for its own legal fees and costs.

**16. BROKER.**

Seller and Buyer respectively represent that there are no brokers or other intermediaries entitled to receive brokerage commissions or fees or other compensation out of or with respect to the sale of the Property. Seller and Buyer shall indemnify and save and hold each other harmless from and against all claims, suits, damages and costs incurred or resulting from the claim of any person, that a commission, fee or remuneration is due in connection with this transaction pursuant to a written agreement made with said claimant. The provisions of this Section 16 shall survive the Closing or any termination of this Agreement.

**17. NOTICES.**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by U.S. mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile transmission. Such notices shall be sent to the parties at the following addresses, or such other address as may otherwise be indicated by any such party in writing.

If to Seller:	Sierra Bay Properties, Inc. c/o Sierra Pacific Properties, Inc. Attention: President 1800 Willow Pass Court Concord, CA 94520 Telephone: (925) 609-6200 Facsimile: (925) 798-1704
with a copy to:	Sierra Bay Properties, Inc. Attention: Legal Department 4021 Port Chicago Highway Concord, CA 94520 Telephone: (925) 671-7711 Facsimile: (925) 687-3366
If to Buyer:	Solano Community College District Attention: _____ 4000 Suisun Valley Road Fairfield, CA 94534-3197 Telephone: (707) 864-7000 Facsimile: ( ) ____-____

Notices as aforesaid shall be effective upon the earlier of actual receipt, or twenty-four (24) hours after deposit with the messenger or delivery service, or the next business day after delivery to an overnight delivery service, or within three (3) days after the deposit in the U.S. mail, or upon confirmation of transmission by facsimile, or when receipt is refused.



**18. ENTIRE AGREEMENT.**

This Agreement constitutes the entire understanding of the parties and all prior agreements, representations, and understandings between the parties, whether oral or written, are deemed null and void, all of the foregoing having been merged into this Agreement. The parties acknowledge that each party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

**19. ASSIGNMENT.**

Buyer may not assign its rights, obligations and interest in this Agreement to any other person or entity, without first obtaining Seller's prior written consent thereto, which consent may be given or withheld in Seller's sole and absolute discretion, except that Buyer may assign its interest in and to this Agreement and the Property so long as (i) the assignee of Buyer is an affiliated entity of Buyer, (ii) the assignee of Buyer assumes all of Buyer's obligations under this Agreement and agrees to timely perform same pursuant to an assignment agreement in form reasonably acceptable to Seller, (iii) Buyer delivers to Seller at least ten (10) business days prior to the Closing (a) written notice of said proposed assignment and (b) a copy of the draft of the assignment agreement for Seller's reasonable approval, and (iv) the assignee of Buyer unconditionally ratifies and remakes all covenants, indemnities, representations and warranties of Buyer made in or in connection with this Agreement, all of the foregoing for the express benefit and reliance of Seller. No assignment shall relieve Buyer from any liability or its obligations under or in connection with this Agreement. Any attempted assignment not in compliance with the provisions of this Section 19 shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

**20. SEVERABILITY.**

If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement and to the extent any provision of this Agreement is not determined to be unenforceable, such provision, or portion thereof, shall be, and remain, in full force and effect.

**21. CALIFORNIA LAW.**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

**22. MODIFICATIONS/SURVIVAL.**

Any and all exhibits attached hereto shall be deemed a part hereof. This Agreement, including exhibits, if any, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either expressed or implied, except as may expressly be set forth herein. At the Closing, all of Seller's representations made herein shall be deemed merged into the Grant Deed and shall be of no further force or effect. Any and all



future modifications of this Agreement will be effective only if it is in writing and signed by the parties hereto. The terms and conditions of such future modifications of this Agreement shall supersede and replace any inconsistent provisions in this Agreement.

**23. INTENTIONALLY OMITTED.**

**24. COUNTERPARTS.**

This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. Buyer and Seller agree that the delivery of an executed copy of this Agreement by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

**25. DISPUTE COSTS.**

In the event any dispute between the parties with respect to this Agreement result in litigation or other proceeding, the prevailing party shall be reimbursed by the party not prevailing in such proceeding for all reasonable costs and expenses, including, without limitation, reasonable attorneys' and experts' fees and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the prevailing party, if any. The provisions of this Section 25 shall survive any termination of this Agreement or the Closing.

**26. SELLER'S REPRESENTATIONS.**

Seller hereby represents to Buyer that the following matters are true and correct as of the date of execution of this Agreement and shall, except as otherwise disclosed in writing by Seller to Buyer, be true and correct as of the Closing:

26.1 Seller is a corporation, duly formed, validly existing and in good standing under the laws of the State of California.

26.2 This Agreement and all documents executed by Seller that are to be delivered to Buyer at Closing (i) are, or at the time of Closing will be, duly authorized, executed and delivered by Seller, (ii) do not, and at the time of Closing will not, violate any provision of any judicial order to which Seller is a party or to which Seller or the Property is subject, and (iii) constitute (or in the case of closing documents will constitute) a valid and legally binding obligation of Seller. Seller has full and complete power and authority to enter into this Agreement and, subject to obtaining any consents or waivers required to be obtained prior to Closing, to perform its obligations hereunder.

26.3 Except as set forth in the materials delivered to Buyer or made available to Buyer pursuant to Section 4 above, or as otherwise disclosed in writing by Seller to Buyer prior to Closing, to Seller's actual knowledge, (i) there are no pending or threatened legal proceedings or administrative actions of any kind or character materially and adversely affecting the Property or Seller's interest therein, and (ii) Seller has not received written notice of any special assessment proceedings affecting the Property.

26.4 Except as set forth in the materials delivered to Buyer or made available to Buyer pursuant to Section 4 above, or as otherwise disclosed in writing by Seller to Buyer prior to Closing, Seller has received no written notice from any city, county, state or other government



authority of any violation of any statute, ordinance, regulation, or administrative or judicial order or holding, whether or not appearing in public records, with respect to the Property, which violation has not been corrected.

26.5 Except as set forth in the materials delivered to Buyer or made available to Buyer pursuant to Section 4 above, or as otherwise disclosed in writing by Seller to Buyer prior to Closing, Seller has received no written notice from any city, county, state or other government authority (i) of any order or directive requiring any work of repair, maintenance or improvement be performed on the Property, or (ii) relating to defects in the Improvements or relating to noncompliance with any applicable building code or restriction that has not been corrected, or relating to any threat of impending condemnation.

26.6 The materials delivered to Buyer or made available to Buyer pursuant to Section 4 above contain true, correct and complete copies of all Leases, all material Contracts and all material environmental and structural reports to the extent in the actual possession of Seller and, to Seller's actual knowledge, said materials delivered to or otherwise made available to Buyer under this Agreement by Seller contain complete copies of the documents in Seller's possession. Notwithstanding anything contained herein to the contrary, Seller is only delivering and making available said materials to the extent currently in Seller's possession and Seller shall not be required to prepare or obtain any information, document, report or survey. Seller is not making any express or implied representation as to the accuracy or thoroughness of the contents of any of said materials or of the ability of Buyer to rely on any of said materials. This representation shall not be deemed breached by virtue of any new leases or new agreements entered into after the Agreement Date in accordance with the provisions of Section 7 hereof.

26.7 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code, as amended.

Buyer and Seller each specifically acknowledge and agree that all references in this Agreement, in any of the exhibits attached hereto and in any document, certificate or statement to be delivered by Seller to Buyer hereunder to the phrases "to Seller's actual knowledge," or "known to Seller" (whether used in the phrase "to the actual knowledge of Seller," "actually known to Seller," "Seller's knowledge," or in similar or other contexts) shall mean the actual (not constructive or imputed) personal knowledge of Douglas Messner ("**Seller's Personnel**"); (ii) shall in no case mean or refer to the actual or constructive knowledge of any other employee, partner, member, officer, director, agent, trustee or member, partner, representative or employee of a partner, member, officer, director, agent or other representative of Seller or any investment advisor, attorney, management company, contractor or representative of Seller. Notwithstanding any provision contained herein to the contrary, the foregoing representations of Seller shall not survive the Closing and shall be deemed merged into the Grant Deed at the Closing, it being the intention of the parties that Buyer acquire the Property at the Closing "**AS IS,**" "**WHERE IS,**" and "**WITH ALL FAULTS**".

## 27. BUYER'S REPRESENTATIONS.

Buyer further represents and warrants that this Agreement and all documents executed by Buyer that are to be delivered to Seller at Closing (i) are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, (ii) do not, and at the time of Closing will not, violate any provision of any judicial order to which Buyer is a party or to which Buyer is subject and (iii) constitute (or in the case of closing documents will constitute) a valid and legally binding obligation of Buyer. Buyer hereby further represents and warrants to Seller that



(a) Buyer is not presently the subject of a bankruptcy, insolvency or probate proceedings and Buyer does not anticipate nor intend to file or cause to be filed any bankruptcy or insolvency proceeding involving Buyer or Buyer's assets during the pendency of this Agreement, (b) Buyer is a sophisticated investor with substantial experience in investing in assets of the same type as the Property and has such knowledge and experience in financial and business matters that Buyer is capable of evaluating the merits and risks of an investment in the Property, (c) Buyer is represented by competent counsel, (d) Buyer shall furnish all of the funds for the purchase of the Property (other than funds supplied by institutional lenders which will hold valid mortgage liens against the Property) and such funds will not be from sources of funds or properties derived from any unlawful activity, (e) prior to Closing, Buyer and its agents will have thoroughly inspected the Property, fully observed the physical characteristics and condition of the Property, and performed a thorough investigation of the suitability of Buyer's intended use of the Property. The foregoing representations and warranties of Buyer shall survive the Closing.

**28. TIME OF THE ESSENCE; AND BUSINESS DAYS.**

Time is of the essence in the performance of each of the parties' respective obligations contained herein. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (Pacific Time) on such date or dates and references to "days" shall refer to calendar days except if such references are to "business days" which shall refer to days which are not a Saturday, Sunday or legal holiday.

**29. AGREEMENT DATE.**

The parties hereby covenant and agree that the "**Agreement Date**" shall be the date on which the Escrow Holder confirms in writing to both Seller and Buyer that the Escrow Holder has actually received from both parties two (2) signed and initialed original counterparts of this Agreement and the Escrow Holder is in a position to release to each of the parties a fully executed original of this Agreement signed and initialed in counterparts. The Escrow Holder shall insert such date in each original counterpart of this Agreement on Page 1 hereof. If either party fails to submit two (2) signed and initialed original counterparts of this Agreement to Escrow Holder within five (5) business days after the delivery to Escrow Holder by the other party of two (2) signed and initialed original counterparts of this Agreement, then the party which delivered to Escrow Holder said signed and initialed counterparts of this Agreement may, at its option, withdraw such signed and initialed counterparts therefrom without any obligation to resubmit same to Escrow Holder thereafter.

**30. NO THIRD PARTY BENEFICIARIES.**

Except as otherwise expressly set forth herein, Seller and Buyer do not intend, and this Agreement shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Agreement.

**31. DISCHARGE OF SELLER'S BONDS**

With respect to any performance bonds or other bonds relating to work in progress at the Property, deferred improvement agreements or street improvement agreements (collectively, "**Seller's Bonds**") that were paid for or otherwise procured by Seller and remain in effect after the Closing Date, Buyer shall on or prior to the Closing Date replace such Seller's



Bonds with equivalent bonds procured by Buyer and cause Seller to be fully discharged and released from any and all liability or obligation under the Seller's Bonds.

**32. DRAFTS NOT AN OFFER TO ENTER INTO A LEGALLY BINDING CONTRACT**

The parties hereto agree that the submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion, including without limitation, all of the exhibits hereto, and each of Seller and Buyer have fully executed and delivered (or caused the delivery) to each other a counterpart of this Agreement, including without limitation, all exhibits hereto.

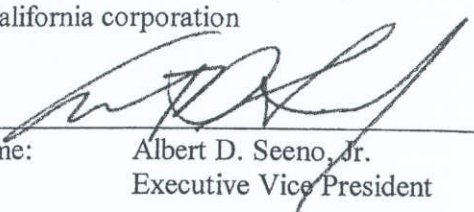
**33. TAX DEFERRED EXCHANGES.**

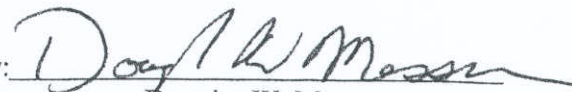
Buyer and Seller each agree, upon not less than five (5) business days prior written notice, to cooperate with the other in effecting a tax-deferred exchange under either Internal Revenue Code Section 1031 or Section 1033. Either party shall have the right to elect this tax-deferred exchange at any time before the Closing; provided, however, that Seller and Buyer agree that consummation of this Agreement is not conditioned on the exchange. If either party elects to effect a tax-deferred exchange, the other party agrees to execute such additional escrow instructions, documents, agreements, or instruments as may be reasonably necessary to effect the exchange, provided that the Closing shall not be delayed and the party accommodating the request to effect a tax-deferred exchange shall not incur any additional costs, expenses, or liabilities in this transaction as a result of the exchange.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed as of the day and year first above written.

**SELLER:**

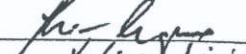
**SIERRA BAY PROPERTIES, INC.,**  
a California corporation

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

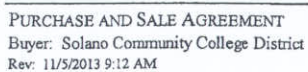
By:   
Name: Douglas W. Messner  
Its: Vice President

**BUYER:**

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

By:   
Name: Julian Liggins  
Its: VP Finance & Administration

5:12008 JOB51200825dwg\ALTA1200825-ALTA-01.dwg, ALTA, 11/2/2011 (2:55 PM), bob2, B.A.





## EXHIBIT B

### GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (the "Assignment") is made and entered into as of this \_\_\_\_ day of November, 2013 (the "Assignment Date"), by and between SIERRA BAY PROPERTIES, INC., a California corporation ("Assignor"), and SOLANO COMMUNITY COLLEGE DISTRICT, a California community college district ("Assignee"), with reference to the following facts.

### RECITALS

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement made and entered into as of November \_\_\_\_, 2013 (the "Purchase Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor that certain improved real property located at 2000 North Village Parkway, Vacaville, California 95688, as legally described in *Exhibit A* attached hereto (the "Real Property"), together with all (i) improvements, structures, fixtures (other than trade fixtures), and equipment (collectively, the "Improvements"), (ii) personal property (the "Personal Property") owned by Assignor (if any) located in or about the Real Property or the Improvements, (iii) intangible property and interests, tradenames and similar property (collectively, the "Intangible Property"), (iv) easements, appurtenances, development rights, mineral rights, water rights, air rights, and all other rights and privileges appertaining to the Real Property and Improvements (collectively, the "Appurtenances"), (v) leases and rental agreements ("Leases"), (vi) Approved Contracts (defined in the Purchase Agreement), (vii) certificates of compliance, certificates of occupancy, governmental permits, variances, approvals, entitlements, operating licenses and other licenses obtained, applied for or otherwise held by Assignor, and relating to any part of the Property (collectively, the "Permits"), and (viii) all warranties, guaranties and indemnities made by or received from any third party with respect to any part of the Real Property, Improvements and Personal Property, Approved Contracts, and Permits (collectively, the "Warranties"). The Real Property, the Improvements, the Personal Property, the Intangible Property, the Appurtenances, Leases, Approved Contracts, Permits, and Warranties are collectively referred to herein as the "Property."

B. Assignee has acquired fee title to the Property from Assignor on the Assignment Date. Assignor now desires to assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Leases, Approved Contracts, Permits, Warranties, and Intangible Property, as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT. Effective as of the Assignment Date, Assignor hereby grants, transfers, conveys, bargains, assigns and delegates to Assignee all of Assignor's right, title, and interest in, to and under (i) the Leases as listed in *Schedule 1* hereto; (ii) the Approved Contracts as listed in *Schedule 2* hereto; (iv) the Permits; (v) the Warranties; and (vi) all Intangible



Property. Assignee hereby accepts such assignment. Assignee is not assuming any liability or obligation of Assignor relating to or arising from Assignor's performance of, or failure to perform, any of Assignor's obligations under or with respect to the Leases, Approved Contracts, Permits, or Warranties arising or accruing prior to the Assignment Date.

2. **ASSIGNOR'S REPRESENTATIONS.** Assignor does hereby covenant with Assignee, and represents and warrants to Assignee, that Assignor has the right to bargain, convey, assign and transfer to Assignee each of the Leases, Approved Contracts, Permits, Warranties, and Intangible Property (collectively, the "**Interests**"). Assignor further represents and warrants that Assignor has received no written notice that any of the Interests are not in full force and effect (except as the same may have expired in accordance with their respective terms) or that there exist any defaults thereunder, or that any acts or events which, with the passage of time or the giving of notice or both, could become defaults thereunder, on the part of any party thereto.

3. **INDEMNIFICATION BY ASSIGNOR.** Assignor agrees to protect, defend and indemnify Assignee from and against any and all claims, damages, liabilities, judgments, demands, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs, and court costs, but excluding any lost profits or consequential damages or damages caused by the acts or omissions of Assignee or Assignee's agents or contractors) (collectively, the "**Claims**"), under the Interests arising, occurring on, or otherwise accruing prior to the Assignment Date.

4. **INDEMNIFICATION BY ASSIGNEE.** Assignee agrees to protect, defend and indemnify Assignor from and against any and all Claims, under the Interests which first arise, occur and accrue on or after the Assignment Date.

5. **DISPUTE COSTS.** In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including, without limitation, reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

6. **COUNTERPARTS; FACSIMILE SIGNATURES.** This Assignment may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties agree that the delivery of an executed copy of this Assignment by facsimile shall be legal and binding and shall have the same full force and effect as if an original of this Assignment had been delivered. Facsimile signatures shall be binding upon the parties.

7. **SURVIVAL.** This Assignment and Assignor's foregoing representations, covenants and warranties shall survive the Closing (as such term is defined in the Purchase Agreement) and shall run to the benefit of Assignee and Assignee's successors and assigns.



8. **GOVERNING LAW.** This Assignment shall be enforced, governed by, and construed in accordance with the laws of the State of California.

9. **WARRANTY OF AUTHORITY.** The signatories hereto represent that they have full and complete authority to bind their respective parties to this Assignment and that no other consent is necessary or required in order for the signatories to execute this Assignment on behalf of their respective parties.

10. **SEVERABILITY.** If for any reason, any provision of this Assignment shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Assignment and to the extent any provision of this Assignment is not determined to be unenforceable, such provision, or portion thereof, shall be, and remain, in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Assignment Date.

**ASSIGNOR:**

**SIERRA BAY PROPERTIES, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**ASSIGNEE:**

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

By: *[Signature]*  
Name: *Julian Ligero*  
Its: *VP Finance & Administration*

**EXHIBIT C**

**INTENTIONALLY OMITTED**



**EXHIBIT D**

**GRANT DEED**

RECORDING REQUESTED BY:

\_\_\_\_\_  
WHEN RECORDED RETURN TO AND  
MAIL TAX STATEMENTS TO:

Solano Community College District  
Attn: \_\_\_\_\_  
4000 Suisun Valley Road  
Fairfield, CA 94534-3197

(SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY)

**GRANT DEED**

The undersigned Grantor declares that Documentary Transfer Tax is not part of the public records.

For valuable consideration, receipt of which is acknowledged, **SIERRA BAY PROPERTIES, INC.**, a California corporation ("**Grantor**"), hereby grants to **SOLANO COMMUNITY COLLEGE DISTRICT**, a California community college district ("**Grantee**"), that certain real property located in the City of Vacaville, County of Solano, State of California, as legally described in **Exhibit A** attached hereto and made a part hereof (the "**Property**") together with all of Grantor's right, title and interest in and to all improvements and structures located thereon and all easements, appurtenances, rights and privileges of Grantor appertaining to the Property.

The Property is conveyed subject to:

- (a) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
- (b) The liens for real property taxes for the fiscal year \_\_\_\_ - \_\_\_\_ not yet due and payable;
- (c) All liens, encumbrances, easements, leases, covenants, conditions and restrictions of record;
- (d) All matters which would be disclosed by an inspection of the Property; and
- (e) Zoning ordinances and regulations and any other laws, ordinances, regulations or orders of any governmental agency having or claiming jurisdiction over the use, occupancy or enjoyment of the Property.

[SIGNATURES FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

DATED: November \_\_\_\_, 2013

**GRANTOR:**

**SIERRA BAY PROPERTIES, INC.**,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT E**

**BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SIERRA BAY PROPERTIES, INC.**, a California corporation ("**Seller**"), does hereby GRANT, SELL, CONVEY, TRANSFER AND DELIVER to **SOLANO COMMUNITY COLLEGE DISTRICT**, a California community college district ("**Buyer**"), without any warranty of any kind, any and all of Seller's rights, title and interests in and to the personal property (the "**Personal Property**") owned by Seller and utilized by Seller in connection with the operation and management of the realty described in **Exhibit A** attached hereto and made a part hereof (the "**Property**").

From and after the date of this Bill of Sale, it is intended by the parties that Buyer and its successors and assigns shall have the right to use, have, hold and own the Personal Property forever. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. Seller and Buyer agree that the delivery of an executed copy of this Bill of Sale by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Bill of Sale had been delivered.

Buyer hereby acknowledges, covenants, represents and warrants that Seller has made absolutely no warranties or representations of any kind or nature regarding title to the Personal Property or the condition of the Personal Property.

Buyer on behalf of itself and its officers, directors, employees, partners, agents, representatives, successors and assigns hereby agrees that in no event or circumstance shall Seller or its partners, members, trustees, employees, representatives, officers, related or affiliated entities, successors or assigns have any personal liability under this Bill of Sale, or to any of Buyer's creditors, or to any other party in connection with the Personal Property or the Property.

**IN WITNESS WHEREOF**, the parties have executed this Bill of Sale as of this 12 day of November, 2013.

**SELLER:**

**SIERRA BAY PROPERTIES, INC.**,  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BUYER:**

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

By: *Julia L. Liguero*  
Name: *Julia L. Liguero*  
Its: *VP Finance & Administration*

**EXHIBIT F**

**NATURAL HAZARD DISCLOSURE STATEMENT**

This statement applies to the following described real property: 2000 North Village Parkway, Vacaville, California 95688.

The undersigned Seller discloses the following information with the knowledge that even though this is not a warranty, the undersigned prospective Buyer may rely on this information in deciding whether and on what terms to purchase the subject real property. The following disclosures are made by the Seller based solely upon the information contained in the report attached hereto and made a part hereof. This information is merely a disclosure and shall not be deemed to be part of any contract between the Buyer and Seller.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.

☐ Yes ☐ No

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.

☐ Yes ☐ No

**THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER.**

**THE ATTACHED REPORT ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. BUYER IS HEREBY ADVISED TO OBTAIN INDEPENDENT PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE SUBJECT PROPERTY.**

This statement may be signed in one or more counterparts.

Seller hereby states that the information set forth herein is true and correct to the best of the Seller's knowledge based solely upon the information contained in the attached report, and



such knowledge is limited to be as of the date specified below. Seller has not independently verified the information contained in this statement and the attached report, and Seller is not personally aware of any errors or inaccuracies in the information contained in this statement.

**SELLER:**

**SIERRA BAY PROPERTIES, INC.,**  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Buyer hereby represents and warrants that it has read and understands the information contained in this disclosure statement and in the attached report and will rely upon the information contained in the report as though the report were addressed directly to Buyer.

**BUYER:**

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

By: *[Signature]*  
Name: *Fulgencio Ligero*  
Title: *VP Finance & Administration*  
Date: *11/24/2013*

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

**TO: Members of the Governing Board**

**SUBJECT: EDUCATIONAL CREDIT MANAGEMENT  
CORPORATION (ECMC) DEFAULT PREVENTION  
SERVICES AGREEMENT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Due to Solano Community College's Cohort Default Rate of 31.5%, the Chancellor's Office has recommended the use of a third party servicer for default prevention. After reviewing the recommended servicers list, Educational Credit Management Corporation (ECMC) is the servicer who best meets the needs of the College. A *Statement of Work* is included in the Default Prevention Services Agreement that is attached.

This agreement is effective December 1, 2013, and shall continue for a period of twelve (12) months (initial term). Thereafter, this Agreement will automatically renew for successive one-year terms unless either party notified the other in writing, at least thirty (30) days prior to the end of the Renewal Term of its intent to terminate. For a monthly fee of six dollars (\$6.00) per delinquent borrower, ECMC will provide the services described in the Statement of Work. All services outside the scope of this Statement of Work shall be subject to additional fees and charges, at the discretion of ECMC.

Approval is requested at this time.

*Government Code:* *Board Policy:* *Estimated Fiscal Impact: Unknown*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Robin Darcangelo, Associate Dean of Students  
Financial Aid, EOPS, and Veterans

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7102

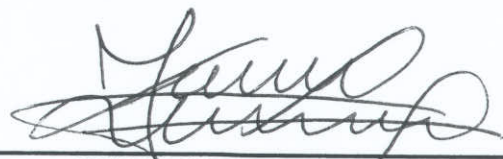
**TELEPHONE NUMBER**

Academic and Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## EDUCATIONAL CREDIT MANAGEMENT CORPORATION DEFAULT PREVENTION SERVICES AGREEMENT

This **DEFAULT PREVENTION SERVICES AGREEMENT** is made this December 1, 2013 by and between Educational Credit Management Corporation, a corporation governed by the laws of the State of Minnesota, with its principal place of business at 1 Imation Place, Building 2, Oakdale, Minnesota 55128 (hereafter, "ECMC") and Solano Community College a public school with its principal place of business located at 4000 Suisun Valley Road, Fairfield, CA 94534 (hereafter, "Client"):

**WHEREAS**, ECMC owns certain proprietary software for use in default prevention and provides certain services related to default prevention;

**WHEREAS**, Client desires to obtain such services and software;

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Definitions.** Capitalized terms used in this Agreement, including in any Schedules, Exhibits, Attachments and/or other documents attached to or otherwise made a part of this Agreement, shall have the meanings ascribed to them as follows. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings ascribed to them therein.

**"Act"** means part B of Title IV of the Higher Education Act of 1965 (20 U.S.C. § 1071 et seq.), as amended from time to time, or any successor enactment thereto, and the effective regulations promulgated thereunder and directives issued by the Department of Education.

**"Affiliated School"** means any school affiliated with Client that is listed on Exhibit A and that Client, directly or indirectly, controls, is controlled by, or is under the common control with.

**"Applicable Laws"** means: (i) all state and federal applicable laws, statutes, regulations, ordinances or subordinate legislation in force from time to time to which the Services, as defined herein, or a Party is subject; (ii) the common law; (iii) all binding court orders, judgments or decrees; and (iv) all applicable directives, policies, rules or orders that are binding on a Party and made or given by any government agency or regulatory body, including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"), the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"), Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232[g], et seq., the Federal Trade Commission Act, 15 U.S.C. § 41 et seq. ("FTCA"), including without limitation the FTC's Standards for Safeguarding Client Information; Final Rule (16 CFR Part 314), the Gramm-Leach-Bliley Act, 15 USC § 6801 et seq. (GLBA), and The Privacy Act of 1974, 5 U.S.C § 552a.

**"Authorized User"** or **"User"** means employees of Client authorized by Client to access and use LoanTracker. All access and use of LoanTracker shall be by employees of Client and shall be limited to two employees per six-digit Office of Postsecondary Education identification number unless otherwise agreed to in writing by ECMC.

**"Borrower"** means the individual identified as the borrower on a Delinquent Loan.

**"Client Data"** means all information about a Borrower provided by Client, or a third party on Client's behalf, to ECMC for the purposes of providing the Services, including, but not limited to, names, addresses, telephone numbers, account numbers, and demographic, financial and transaction information, skip locator information, National Student Loan Data System ("NSLDS") data, and servicer information.

**"Default Prevention Services"** means counseling and outreach activities to a Borrower of a Delinquent Loan, as further described in the attached Statement of Work.

**"Delinquent Loan"** means a loan(s) that is subject to the Act, which has been in repayment in active cohort years and is considered one (1) day or more past due under its terms, but (i) is not more than 240 days past due; (ii) is not identified as "defaulted" on the NSLDS, and (iii) has not been assigned to a collection agency for collection at the time of placement with ECMC. **"Documentation"** means all guides and instructions and other materials made available by ECMC to Client in connection with this Agreement.

**"Intellectual Property"** or **"Intellectual Property Rights"** means that all or any of the following in any country worldwide, whether or not filed or registered: (i) patents; (ii) copyrights (including moral rights and author's rights); (iii) database rights; (iv) know-how or trade secrets, whether or not developed or reduced to practice; (v) industrial designs (including utility models); (vi) trademarks, service marks, logos, Internet addresses (URLs), domain names, user interfaces, user screens and the goodwill associated with them; (vii) rights of publicity; and (viii) any other proprietary rights relating to intangible property anywhere in the world.

**"LoanTracker"** means the ECMC proprietary web-hosted software, LoanTracker, user interfaces, graphics, screens, and materials associated therewith, along with updates, modifications or improvements thereto that are made available by ECMC to Client pursuant to this Agreement.



“Statement of Work” means an agreement between the Parties that references and incorporates this Agreement and describes the products and services to be provided to Client.

2. **General; Services.** Subject to the terms and conditions of this Agreement, ECMC shall provide to Client the services described in the Statement of Work, which is attached and incorporated by reference herein. Client enters this Agreement on behalf of itself and its Affiliated Schools, and references throughout this Agreement to Client will apply as well to such Affiliated Schools.

3. **License; Restrictions; Reservation of Rights to LoanTracker.**

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, ECMC hereby grants to Client a personal, non-exclusive, revocable, non-transferrable, non-assignable limited license to LoanTracker, solely for its internal business purpose, solely within the United States. Client shall designate no more than two (2) Users per OPEID. Client shall be solely responsible for ensuring that all Users comply with the terms of this agreement, including, without limitation, the restrictions and terms set forth in this Section 3. Client acknowledges that it will be fully responsible for all Users, authorized or unauthorized use, and that any transactions under by a User will be deemed to have been performed by Client.

3.2 **Restrictions.** Neither Client nor its Users, employees, agents, or representatives shall at any time (i) modify or make (or attempt to make) derivative works based, in whole or in part, of LoanTracker (or any component thereof); (ii) create internet links to or from LoanTracker, other than Client’s own intranets or otherwise for its own internal business purposes; (iii) disassemble, reverse engineer, reverse compile, translate or convert (or attempt to convert) the LoanTracker, or any portion thereof, to human readable format or permit others to do so; (iv) permit use of or access to the LoanTracker (or any component thereof) by any third party or otherwise assign, sublicense, lease, transfer, or distribute LoanTracker or operate LoanTracker for timesharing, rental, outsourcing, or service bureau operations or otherwise for the benefit of any Party other than Client; or (v) access the LoanTracker in order to (A) build a competitive product or service, (B) copy any ideas, features, functions or graphics of the LoanTracker for the purpose of building a product to replace LoanTracker.

3.3 **Reservations.** Without limiting the foregoing, ECMC reserves all rights, title and ownership in and to LoanTracker and all Intellectual Property Rights therein, along with and any custom work, deliverables, or know-how owned or developed in whole or in part by Client or any affiliate of Client. Subject to the obligations of confidentiality contained herein, including any obligations or restrictions on the Client Data, ECMC and its affiliate will be free to use any ideas, concepts, techniques, and know-how developed pursuant to this Agreement for itself and for other clients.

4. **Confidential Information.**

4.1 **Definition.** As used herein, “Confidential Information” means all confidential and proprietary information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including without limitation, the terms and conditions of this Agreement (including pricing and other terms), LoanTracker all Intellectual Property Rights associated therewith, business and marketing plans, technology and technical information, product designs, and business processes as well as the Client Data and Third Party Data. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

4.2 **Exceptions.** A Receiving Party shall have no right to use Confidential Information of the Disclosing Party except in connection with the performance of its obligations and/or the exercise of its rights pursuant to this Agreement. A Receiving Party agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of the Disclosing Party’s Confidential Information as it uses to protect its own Confidential Information. Receiving Party shall disclose Confidential Information of Disclosing Party only to its employees or independent contractors who have a need to know for the purposes permitted by this Agreement and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Receiving Party shall not remove any confidentiality or proprietary notices from Disclosing Party’s Confidential Information. Each party shall comply with Exhibit A.

4.3 **Information Security; Protection of Personally Identifiable Information.** “Personal Information” means all Client Data that is protected by Applicable Laws. All Personal Information shall be treated as the Confidential Information of the Discloser and subject to the obligations and restrictions on use set forth in this Section 4. In addition, each Party shall implement and maintain an information security program that meets or exceeds industry standards and, to the extent applicable, that complies with the safeguarding of Personal Information, and shall maintain and enforce safety and security procedures that are designed to protect against unauthorized access consistent with Applicable Laws. Each Party shall monitor its systems and its procedures for security breaches, violations and suspicious activity, and, in the event a Party becomes aware of a security breach resulting in access to the other Party’s Confidential Information, such Party shall promptly, but in any event within one (1) hour after confirmation, notify the other Party of the nature of the breach or unauthorized access along with steps being taken to address the incident and prevent future incidents.



4.4 Injunctive Relief. The Parties acknowledge that the remedies at law available for the protection of Confidential Information may be inadequate, and, without limiting any rights available at law, each Party is entitled to seek injunctive relief for any breach of this Agreement relating to the protection of its Confidential Information.

## 5. Warranties.

5.1 ECMC Warranties. ECMC represents and warrants that: (i) it will provide the ECMC Services in a professional and workmanlike manner, consistent with industry practices; (ii) it has all necessary corporate power, authority, and legal right to execute and deliver this Agreement, perform the Services contemplated herein; and (iii) it shall comply and require its subcontractors to comply with all Applicable Laws in the performance of this Agreement.

5.2 Client Warranties. Client represents and warrants that: (i) it has all necessary corporate power, authority, and legal right to execute and deliver this Agreement and to perform its obligations as contemplated by this Agreement (including all necessary power and authority to bind each Affiliate listed on Exhibit A); (ii) it will comply with all Applicable Laws in the performance of this Agreement; and (iii) it has all necessary corporate power, authority, and legal right to execute and deliver this Agreement, perform its obligations as contemplated herein, and to permit ECMC to utilize the Client Data for the purposes contemplated by this Agreement.

5.3 Disclaimer. OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 5, NEITHER PARTY MAKES ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY UNDER THIS AGREEMENT, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. ECMC MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THIRD PARTY DATA. FURTHER, ECMC DOES NOT WARRANT OR REPRESENT THAT LOANTRACKER WILL OPERATE UNINTERRUPTED, ERROR-FREE OR THAT IT WILL MEET CLIENT'S REQUIREMENTS.

## 6. Indemnification.

6.1 ECMC Indemnification Obligation. Subject to this Agreement, ECMC shall defend and hold harmless Client, its officers, trustees, members, directors, employees, agents, successors and assigns from and against any loss or damage (including reasonable attorney fees) incurred by or imposed on Client as a result of a third party claim, suit, demand, or proceeding based on or arising out of: (i) allegations that use of LoanTracker, as permitted hereunder, infringes a third party's Intellectual Property Rights; or (ii) the gross negligence or willful misconduct of ECMC and/or ECMC's failure to comply with Applicable Laws.

6.2 Client Indemnification Obligation. Subject to this Agreement, Client shall defend, and hold harmless ECMC, its officers, trustees, members, directors, employees, agents, successors and assigns from and against any loss or damage (including reasonable attorney fees) incurred by or imposed on ECMC as a result of a third party claim, suit, demand, or proceeding based on or arising out of the gross negligence or willful misconduct of Client and/or Client's failure to comply with Applicable Laws.

6.3 Conditions. To be entitled to indemnification under this, the Party seeking indemnification ("Indemnitee") must: (i) notify the other Party ("Indemnitor") promptly in writing of the action; (ii) give Indemnitor sole control of the defense of the action and any related settlement negotiation (provided that Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim); (iii) cooperate, as Indemnitor may reasonably request, in defense or settlement negotiations; and (iv) be and remain in compliance with the material terms of the Agreement.

6.4 ECMC Options. If the LoanTracker becomes, or in ECMC's opinion is likely to become, the subject of an infringement or misappropriation claim, ECMC may, at its option and expense, either: (i) procure for Client the right to continue to use the LoanTracker; (ii) replace or modify the LoanTracker so that it becomes non-infringing; or (iii), terminate Client's license to the LoanTracker and give Client a refund for any unused, but prepaid license fees.

6.5 Exclusions. ECMC will have no obligation to the Client with respect to any claim, proceeding, action or investigation or loss based upon or resulting from: (i) any violation of the terms of Client's license; (ii) any combination or use of any ECMC Services with other products, equipment, software or data not supplied by ECMC; (iii) any modification of the LoanTracker made pursuant to Client specifications, or any other modification made by any entity other than ECMC and its Affiliates; (iv) any claim that would have been avoided had Client upgraded to a new version or release of the LoanTracker made available by ECMC to Client; and (v) any claim based on Client's failure to obtain sufficient consent, authorization, or permission to utilize the Client Data in the manner contemplated by this Agreement.

## 7. Limitations of Liability.

7.1 EXCEPT FOR BREACH OF THE INTELLECTUAL PROPERTY RIGHTS OF A PARTY, NEITHER PARTY SHALL BE LIABLE FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE LOANTRACKER AND SERVICES



INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY A PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND SUCH PARTY'S REASONABLE CONTROL.

7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A CLAIM COVERED BY SECTION 7 (INDEMNIFICATION) A PARTY'S AGGREGATE LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY PAID TO ECMC BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

7.3 Except for actions of non-payment or breach of a Party's Intellectual Property Rights, no action (regardless of form) arising out of this Agreement may be commenced by either Party more than two (2) years after the cause of action accrued.

#### **8. Term; Termination.**

8.1 This Agreement will commence on the Effective Date and continue for a period of twelve (12) months ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms (each a "Renewal Term") unless either party notifies the other in writing, at least 30 days prior to the end of the Renewal Term, of its intent to terminate.

8.2 Upon the occurrence of a material breach of this Agreement and/or Statement of Work, a Party may terminate this Agreement if such breach remains uncured thirty (30) days after the non-breaching Party has delivered written notice to the breaching Party. A material breach includes, without limitation, insolvency and/or bankruptcy of a Party (including the threat thereof) as well as a violation of a material term of this Agreement. Upon termination of this Agreement and/or Statement of Work as a result of a material breach, all rights of Client in and to LoanTracker, as well as the Services, shall terminate immediately.

8.3 Upon the request of Client (which must be made within thirty (30) days of the effective date of termination), ECMC shall return to Client a file of Client Data promptly, but in no less than forty-five (45) days of the date such request is received.

9. **Survival.** The following provisions of this Agreement will survive expiration or termination of this Agreement: Section 1 (Definitions), Section 2 (General; Services), Subsections 3.2 and 3.3 (Restrictions; Reservations), Section 4 (Confidential Information), Section 5.3 (Disclaimer), Section 6 (Indemnification), Section 7 (Limitation of Liability; Disclaimer), Section 8 (Term; Termination), this Section 9 (Survival), Section 10 (Notices; Contact Information), and Section 11 (Fees; Compensation and Method of Payment), Section 12 (Press Releases) and Section 13 (General Provisions). In addition, notwithstanding the expiration or termination of this Agreement, all applicable provisions of this Agreement will continue to apply to any Statement of Work still in effect at the time of the termination or expiration of this Agreement.

10. **Notices; Contact Information.** Any notices required to be given under this Agreement must be in writing and must be sent to recipient's address or facsimile number for notices set forth on the signature page below (see, "Instructions to Client"). Notice shall be considered delivered upon the earlier of receipt or within five (5) business days after being mailed by certified or registered mail, first class, postage prepaid. A notice sent by facsimile shall not be considered effective unless written notice is delivered promptly thereafter.

#### **11. Fees; Compensation, and Method of Payment.**

11.1 Client shall pay all fees and charges as specified in the applicable Statement of Work and as contemplated by this Agreement. All fees, charges and payments shall be due and payable within thirty (30) days of the date of the invoice. Any amount overdue shall bear an interest rate of 1.5% per month or the maximum rate permitted by law, whichever is lesser. If an undisputed invoice remains unpaid thirty (30) days after the invoice date, ECMC may (reserving other remedies and rights under this Agreement and at law or in equity) without notice or opportunity cure, suspend Services and/or access to the LoanTracker, without liability to Client until such amounts are paid in full. All fees are non-refundable, including any prepaid fees and are subject to change, once annually, at renewal, at the discretion of ECMC. Thirty (30) days advance written notice will be provided to Client prior to the effective date of any change in fees.

11.2 The Parties acknowledge that certain items, including computers, electronic components, telecommunications equipment, Services and technical data, which may be provided under the Agreement, and certain transactions which may be undertaken under the Agreement, may be subject to export controls under Applicable Laws. Neither Party shall export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such Applicable Laws. All charges under this Agreement are stated exclusive of any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Client is solely responsible for, and shall pay all present and future Taxes associated with this Agreement, excluding taxes based on ECMC's income. If ECMC pays or collects Taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client.



12. **Press Releases.** ECMC may include Client's name in its informal marketing and promotional materials regarding the availability of any of its products or services to other clients. With Client's advance consent, ECMC may issue press releases from time to time.

13. **General Provisions:** (i) **No Benefits** - This Agreement shall be binding upon and the obligations and benefits hereof shall accrue only to the Parties hereto and their respective successors and to their permitted assigns. (ii) **Force Majeure** - ECMC shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance; interruption of or delay in transportation; unavailability of, interruption or delay in telecommunications or third party Services (including DNS propagation); inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services and/or LoanTracker. (iii) **Entire Agreement** - This Agreement, including the Exhibits attached hereto, contain the entire Agreement between the Parties and all prior negotiations or representations, whether written or verbal, not incorporated herein are superseded: No changes, modifications, or amendments to this Agreement will be binding on the Parties without the prior written consent of both Parties. (iv) **Valid Agreement** - If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement shall continue to be valid and enforceable as to the Parties hereto; (v) **Governing Law** - This Agreement is subject to the jurisdiction of and shall be interpreted under the laws of the State of Minnesota without regard to any conflict of law provisions. (vi) **Obligations** - Each Party's obligations to perform its duties hereunder are subject to all governmental requirements and restrictions, which may now be or hereafter become applicable thereto. (vii) **Captions** - The captions contained in this Agreement are for reference purposes only and shall not affect the meaning and construction of the terms thereof. (viii) **Waiver** - No waiver by either Party of any breach, default, or series of breaches or defaults, and no failure, refusal or neglect of either Party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with the terms of this Agreement shall constitute a waiver of these provisions with respect to any subsequent breach thereof or a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with the provisions thereof. (ix) **Counterparts** - This Agreement, Exhibits, Statement of Work and any amendments thereto may be executed on separate counterparts or signature pages, which will be considered the same as if a single document had been executed. This Agreement, Exhibits and any amendments will become binding when one or more counterparts or signature pages has been executed by each of the Parties and delivered (including by facsimile transmission) to the other Party. Each counterpart of this document containing the valid signatures (including those delivered by facsimile) of each of the Parties will be deemed an original, and all counterparts and signature pages, taken together, will be considered a single document.

**SIGNATURE PAGE TO FOLLOW**

## SIGNATURE PAGE

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the month, day and year indicated below, and shall be effective as of the date executed by ECMC (the "Effective Date").

**Educational Credit Management Corporation**

**Solano Community College**

By: _____	By: _____
Printed Name: <u>Therese Bickler</u>	Printed Name: _____
Senior Vice President, Client	
Title: <u>Solutions and Services</u>	Title: _____
Date Signed: _____	Date Signed: _____

### INSTRUCTIONS TO CLIENT & CONTACT INFORMATION

Please sign the Agreement, complete the information below, and return a signed original to ECMC via facsimile. Upon receipt, a signed version will be sent by facsimile or email to the locations listed below. If you have questions, please contact your ECMC Account Representative.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Billing  
contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Educational Credit Management Corporation  
Therese Bickler  
Senior Vice President, Client Solutions and Services  
1 Imation Place, Building 2  
Oakdale, MN 55128  
Telephone: 916-526-7343  
Facsimile: 916-526-6460  
Email: tbickler@ecmc.org  
Copy Attention: Daniel Fisher, General Counsel

ECMC Account Representative  
Name: Rosemary Martinez-Kepford  
Phone: 951-314-2171  
Email: rmkepford@ecmc.org  
Facsimile: 866-231-9675



**EDUCATIONAL CREDIT MANAGEMENT CORPORATION  
DEFAULT PREVENTION SERVICES AGREEMENT  
STATEMENT OF WORK**

This **Statement of Work** is made pursuant to the terms and conditions of the ECMC Default Prevention Services Agreement, dated December 1, 2013 ("Agreement"), by and between Educational Credit Management Corporation, a Minnesota non-profit corporation, having offices at 1 Imation Place, Building 2, Oakdale, Minnesota 55128 (hereafter, "ECMC") and Solano Community College and describes the services to be provided by ECMC to Client and its Affiliated Schools. This Statement of Work is subject to the terms and conditions of the Agreement, and, in the event of a conflict between the terms and conditions of the Agreement and this Statement of Work, the Agreement shall control to the extent of such conflict.

**I. Services; Default Prevention**

ECMC will provide one or more of the following in connection with the Delinquent Loans:

- Telephonic outreach to Delinquent Borrowers
- Reference phone calls
- Letter/email outreach efforts
- Web chat capability with Delinquent Borrower
- Skip tracing services
- Repayment/deferment/forbearance assistance and tracking
- Support via websites content
- Downloadable Reports

Subject to the terms and conditions of the Agreement, Users\* shall have access to LoanTracker, including the following features:

- Documentation and training for LoanTracker
- Consolidated reports for multiple colleges/campuses
- Projected cohort default rates

\*With the prior written consent of ECMC, Users may be added for an additional monthly fee of \$25.00 per User.

**II. Responsibilities and Procedures.**

Client shall retrieve and upload to ECMC the data and reports listed below, in the required format, at least twice a month:

- NSLDS School Portfolio Report (SCHPR1) on borrowers entering repayment in current or future cohort year
- NSLDS Delinquency Report (DELQ01)
- Delinquency reports from FFELP servicers or guarantors (whether or not "PUT" to the Department) pertaining to such borrowers for the current cohort year\*\*

Client shall retrieve and upload to ECMC the data listed below, in the required format, at least once a month:

- A termination report that includes both graduates and withdrawals
- (Optional) List of references for borrowers (provided in the format requested by ECMC)

\*\*Alternatively, Client may, at its option, provide ECMC sufficient written authorization, as required by the provider of the Third Party Data, to permit ECMC to obtain such information directly from the provider. Client shall abide by all restrictions applicable to the use, disclosure and protection of such data imposed by a provider.

**III. Fees, Charges, Invoicing.**

For a monthly fee of **SIX DOLLARS (\$6.00)** per delinquent borrower (defined as a borrower who is one (1) or more days delinquent and that has entered repayment in current or future cohort years), ECMC will provide the services described above to Client and its Affiliated Schools. This fee shall include use of LoanTracker for one year, as further described in, and subject at all times to, the Agreement. Fees may be increased in the event Client wishes to add Affiliated Schools. The number of Delinquent Loans shall be identified by ECMC using the information available on LoanTracker. Client may also be charged a professional service fee equal to \$75.00 per hour for technical support if electronic data files provided by Client are not compatible with the LoanTracker.

All services outside the scope of this Statement of Work (e.g., travel, support, training, analytics, etc.) shall be subject to additional fees and charges, at the discretion of ECMC. No such services or costs associated therewith shall be provided or incurred by ECMC unless agreed to by the parties pursuant to a written change order, signed by

the parties, detailing the scope of such service along with fees and pricing. Client may be charged a professional service fee equal to \$75.00 per hour for technical support if electronic data files provided by Client are not compatible with the LoanTracker. Except as expressly stated in this Statement of Work, all fees and charges will be invoiced consistent with the terms and conditions of the Agreement and as described below.

**IV. Term; Termination.** The term of this Statement of Work will commence on the Effective Date stated above and coincide with the duration of the Agreement. A termination of the Agreement shall result in termination of this Statement of Work. ECMC may terminate access to and use of the LoanTracker immediately in the event ECMC, in its sole discretion, determines that Client has violated any restrictions on use of the LoanTracker and/or the Third Party Data.

IN WITNESS WHEREOF, each Party hereto has executed this Statement of Work as of the month, day and year indicated below, and shall be effective as of the date stated above as the Effective Date.

**Educational Credit Management Corporation**

**Solano Community College**

By: \_\_\_\_\_  
Printed Name: Therese Bickler  
Senior Vice President, Client  
Title: Solutions and Services  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



**EDUCATIONAL CREDIT MANAGEMENT CORPORATION  
DEFAULT PREVENTION SERVICES AGREEMENT**

**Exhibit A  
Affiliated School Names and Locations**

Solano Community College  
OPE ID 001292  
4000 Suisun Valley Road  
Fairfield, CA 94534

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN CELLO  
INTERNATIONAL TENNIS ACADEMY (CITA), SOLANO  
COMMUNITY COLLEGE (SCC) AND SOLANO  
COMMUNITY COLLEGE EDUCATIONAL FOUNDATION  
(SCCEF)

REQUESTED ACTION: APPROVAL

SUMMARY:

The attached Memorandum of Understanding between CITA, SCC, and SCCEF will help increase the use of the tennis courts, maintenance of the courts, and provide funding for tournaments and competing teams.

A formal agreement will be forthcoming.

*Government Code:* *Board Policy Estimated:* *Fiscal Impact:*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Diane M. White, Interim Vice President  
Academic Affairs

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7102

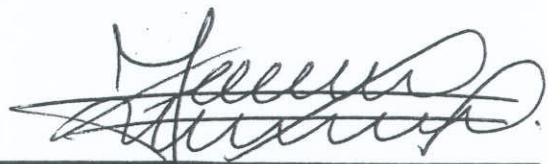
**TELEPHONE NUMBER**

Academic & Student Affairs

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## Memorandum of Understanding

This Memorandum of Understanding is entered into between the parties below for the purpose of creating the Solano Tennis & Education Foundation ("STEF"). STEF will operate on the campus of the Solano Community College ("SCC") with the purpose of providing programs and facilities to further the academic and athletic opportunities for SCC students, along with young athletes from Solano County, by providing low or no cost tennis training and educational development services.

### **Parties**

- Phil Cello DBA Cello International Tennis Academy ("CITA")
- Solano Community College ("SCC")
- Solano Community College Education Foundation ("SCCEF")

### **Parties' Organizational Responsibilities**

- CITA
  - Form and manage STEF, once approved by SCC, organized under the appropriate non-profit status and utilizing SCCEF as its fiscal agent
  - Operate the programs provided for this agreement until the formation of STEF
  - Carry out the formation of STEF by or anytime before July 1, 2014, including the formation of the Board of Directors and State and Federal filings required to establish a non-profit corporation
  - To cover and financial losses resulting from any and all activities of CITA or STEF. SCC or SCCEF will not be responsible to forward funds or cover any financial losses resulting from the execution of this MOU
  - Seek operational funding through traditional fundraising methods, and by organizing United States Tennis Association ("USTA") sanctioned adult and junior tennis tournaments using the SCC facilities
  - Provide tennis equipment for programs and general court maintenance and storage for that equipment.
  - Acquire USTA sanctions to allow for STEF tournament implementation
  - Recruit, staff and fundraise the SCC Men's and Women's tennis teams
  - Identify and place appropriate STEF staff, as funding allows
  - Initiate development of on-going STEF programs
- SCC
  - Provide use of the existing and future tennis facilities – including courts, surrounding grounds and locker rooms – at the SCC main and satellite campuses under the auspices of SCC
    - For use for STEF and CITA tennis programs, and USTA junior and adult or team tournaments
  - Provide oversight in the development of curriculum and other

<p>requirements necessary sanctions to establish a Men's and Women's Tennis Team</p> <ul style="list-style-type: none"> <li>○ Nominate a member of the STEF governing board</li> <li>○ Provide development help and academic resources to implement STEF educational programs</li> <li>○ Provide "learning/study center" space for STEF program participants</li> </ul> <ul style="list-style-type: none"> <li>• SCCEF <ul style="list-style-type: none"> <li>○ Assist with applications by STEF to be granted non-profit corporation status.</li> <li>○ Establish a restricted use account through which all STEF funds will pass upon approval of this MOU by all parties.</li> <li>○ Agree to act as a STEF fiscal agent at no charge until July 1, 2016. After this date SCCEF shall charge STEF an administrative fee. However, at no time will SCCEF be responsible to forward any funds or be responsible for any operation losses by CITA or STEF</li> <li>○ Provide monthly financial statements to STEF with respect to the STEF restricted use account.</li> </ul> </li> </ul>
<p><b>STEF Planned Programs and Activities</b></p> <ul style="list-style-type: none"> <li>• SCC Men's and Women's Tennis Teams (Fall 2014)</li> <li>• STEF Junior Development Programs (Spring 2014)</li> <li>• STEF Academic Mentoring Program, staffed by SCC interns and community volunteers</li> <li>• SCC Club Tennis (Spring 2014)</li> <li>• USTA sanctioned tennis tournaments (Fall 2014)</li> <li>• On-going tennis court maintenance and oversight <ul style="list-style-type: none"> <li>○ Not including lighting and resurfacing (when needed)</li> </ul> </li> <li>• Develop additional programs and activities over time</li> </ul>
<p><b>STEF Funding</b></p> <ul style="list-style-type: none"> <li>• Funding provided through traditional fundraising methods and through the proceeds from the USTA sanctioned adult and junior tennis tournaments held at SCC facilities</li> </ul>
<p><b>Financial Terms</b></p> <ul style="list-style-type: none"> <li>• It is understood that STEF will be managed by CITA without any direct financial obligation by SCC or SCCEF. Payroll and all operating costs will be borne by STEF under the authority of its governing committee. SCC will contribute indirect costs, including access to SCC facilities.</li> </ul>
<p><b>MOU Effective Date</b></p> <ul style="list-style-type: none"> <li>• November , 2013</li> </ul>

The purpose of this MOU is to establish a working agreement between CITA, SCCEF and SCC in the establishment and implementation of the Solano Education and



Tennis Foundation. SCC and SCCEF will not impede STEF operations, allowing STEF the maximum level of freedom and autonomy permissible by law, governing board policies and by applicable collective bargaining agreements. In addition, CITA, SCCEF and SCC will work together to maximize the chances of success for STEF, eliciting the buy-in, confidence and commitment of all stakeholders critical to student success. The parties recognize that this collaboration will evolve over time and that this MOU may be amended so the partnership can be implemented in such a way as to allow the greatest likelihood of success.

The signatures below signify both an understanding and acceptance of the provisions of this MOU.

\_\_\_\_\_

*for CITA*

\_\_\_\_\_

*Print Name*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*for SCC*

\_\_\_\_\_

*Print Name*

\_\_\_\_\_

*Date*

\_\_\_\_\_

*for SCCEF*

\_\_\_\_\_

*Print Name*

\_\_\_\_\_

*Date*

#### Attachment A

Phil Cello DBA Cello International Tennis Academy, SCC and SCCEF are collaborating to create the Solano Tennis & Education Foundation ("STEF"). STEF will operate on the campus of the Solano Community College ("SCC") with the purpose of providing programs and facilities to further the academic and athletic opportunities for SCC students, along with young athletes from Solano County, by providing a SCC Men's and Women's Tennis Team, low or no cost tennis training for Solano County youth as well as educational development services.

SCCEF will provide STEF with the following:

- Assist with applications by STEF to be granted non-profit corporation status. STEF must have been formed on or anytime before July 1, 2014, including the formation of the Board of Directors and State and Federal filings required to establish a non-profit corporation
- Establish a restricted use account through which all STEF funds will pass upon approval of the MOU by all parties.
- Agree to act as a STEF fiscal agent at no charge until July 1, 2016. After this date SCCEF shall charge STEF an administrative fee. However, at no time will SCCEF be responsible to forward any funds or be responsible for any operation losses by CITA or STEF
- Provide monthly financial statements to STEF with respect to the STEF restricted use account.



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

**TO: Members of the Governing Board**

**SUBJECT: PROPOSED REVISED JOB DESCRIPTION  
ASSISTANT DIRECTOR, FACILITIES/ENERGY  
MANAGEMENT – ADMINISTRATIVE LEADERSHIP  
GROUP**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY**

As a result of the Facilities Department being reorganized, a revised job description was created for the Assistant Director, Facilities/Energy Management. The Assistant Director, Facilities/Energy Management position will be placed on Range 42 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

Government Code: **88001,88009, 880013** Board Policy: **4720** Estimated Fiscal Impact: **Unknown**

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

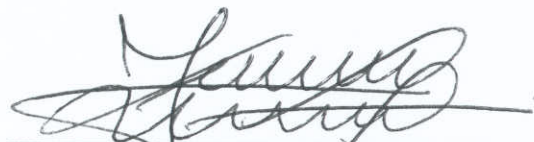
**ADDRESS**

707 864-7263

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE:**        ~~ASSISTANT DIRECTOR – FACILITIES~~  
                         **ASSISTANT DIRECTOR, FACILITIES/ENERGY MANAGEMENT**  
                         *(Classified Supervisor)*

**BASIC FUNCTION:**

Under the direction of the Director of Facilities, plan, organize and direct maintenance and operations activities of the District; supervise and evaluate the performance of assigned staff.

**DUTIES AND RESPONSIBILITIES**

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

- Plan, organize and provide daily supervision of a variety of programs, projects and activities related to maintenance, custodial, grounds, facilities planning, warehouse and mail services.
- Assist in the development of plans, specifications, bid documents and related materials; evaluate bids and recommend award of contracts for capital outlay projects, equipment and major repairs.
- Assist in the preparation and development of budgets for maintenance, custodial, grounds, warehouse, deferred maintenance and one-time funded projects; review and approve maintenance and operations requisitions within budgetary limitations.
- Provide technical expertise, information and assistance regarding assigned functions; supervise skilled workers in the performance of new construction, major repairs and alterations of District facilities.
- Assist in the development of plans and specifications for work to be completed; review cost estimates submitted by outside contractors; recommend or determine equipment and materials to be purchased.
- Communicate with other administrators, vendors, State and government agencies and contractors to coordinate activities and programs, resolve issues and conflicts and exchange information.
- Inspect buildings, equipment and grounds for fire, safety and health hazards; recommend or require proper elimination of hazards; inspect buildings relative to energy usage and savings; evaluate and recommend cost-saving methods.
- Supervise and evaluate the performance of assigned staff in accordance with District guidelines and collective bargaining contract; interview and select employees; transfer, reassign, terminate and discipline personnel as appropriate; plan, coordinate and arrange for appropriate training of subordinates.
- Plan and implement a systematic program of preventive maintenance establish priorities of maintenance and special projects; develop procedures to assure that routine and emergency maintenance needs are resolved.
- Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files related to facilities and other assigned functions.



- Assure compliance with laws, codes, regulations, and health and safety precautions related to maintenance and operations activities.
- Consults with engineers covering heating, mechanical and electrical requirements of new and renovated buildings Maintain utility and energy management records.
- **Maintain** inventory records of fixed assets; prepare documentation, evaluate and recommend disposition of surplus properties.
- Plan, coordinate and direct administrative functions such as key control, telephone usage and equipment, and hazardous materials management.
- Attend, conduct and participate in meetings, seminars, committees and conferences.
- Perform related duties as assigned.

**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.
- Planning, organization and direction of a maintenance and operations department. Budget preparation and control.
- Modern practices, procedures and equipment used in building, grounds and equipment maintenance and repair.
- HVAC systems and primary and secondary power distribution systems. Building and Fire Codes.
- Modern office practices, procedures and equipment, Oral and written communication skills.
- Principles and practices of administration, supervision and training.
- Cost analysis techniques.
- Applicable laws, codes, regulations, policies and procedures.
- Interpersonal skills using tact, patience and courtesy.
- Contract preparation.
- Modern management theory and practice.

**ABILITY TO -**

- Plan, organize and administer maintenance and operations activities and functions.
- Provide technical expertise regarding maintenance and operations activities and functions and supervise skilled trade's personnel.
- Prepare and maintain budget, financial and statistical records.
- Formulate and develop cost-saving plans for assigned areas of responsibility.
- Develop cost estimates for major facilities projects.
- Train, supervise and evaluate personnel.
- Communicate effectively both orally and in writing.

- Read, interpret, apply and explain codes, rules, regulations, policies and procedures. Establish and maintain cooperative and effective working relationships with others. Analyze situations accurately and adopt an effective course of action.
- Meet schedules and timelines
- Work independently with little direction.
- Plan and organize work.
- Direct the maintenance of a variety of records and files related to facilities and other assigned functions.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: graduation from high school and five years maintenance experience in the maintenance and operations of a large facility and journey-level experience in at least one of the building trades including three years supervisory experience.

**CERTIFICATES, LICENSES, REGISTRATION:**

Valid California driver's license.

RO/EVF/zg  
Board approved 6/15/05  
Board approved \_\_\_\_\_



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED REVISED JOB DESCRIPTION  
DIRECTOR OF STUDENT LIFE  
(EDUCATIONAL ADMINISTRATOR)  
ADMINISTRATIVE LEADERSHIP GROUP

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY**

As a result of the Student Services Department being reorganized, a revised job description was created for the Director of Student Life. The Director of Student Life position will be placed on Range 43 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

Government Code: **88001, 88009, 880013**

Board Policy: **4720**

Estimated Fiscal Impact: **Unknown**

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7263

**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COUNTY COMMUNITY COLLEGE DISTRICT  
POSITION DESCRIPTION**

**CLASS TITLE: DIRECTOR OF STUDENT DEVELOPMENT LIFE (Educational Administrator)**

**BASIC FUNCTION:**

———Under the direction of the Dean of Counseling and Special Services Chief Student Services Officer, the Director of Student Life has administrative responsibility for providing and coordinating opportunities for student leadership and development. The Director works collaboratively with the faculty and administration to develop and provide a student leadership and student life program. The Director plans, organizes and directs a variety of student development engagement and programs, activities and services including the MESA (Mathematics, Engineering, and Science Achievement) California Community College Program, student government, student activities, student clubs, the SCC Re-Entry Program and the Student Health Center Student Health Center, and Athletic Events. The Director facilitates communications between students and College administration; and supervises and evaluates the performance of assigned personnel. In collaboration with the student services staff, the Director of Student Life is responsible for coordinating in-reach, freshmen orientation activities, re-entry student activities, summer enrichment, student transportation, and student engagement programs, e.g. student-lead conferences and multicultural event series. The incumbent develops, monitors, and manages the unit's budgets as well as student government budgets.

Under the supervision of the Director of Athletics, develop, organize, coordinate, and monitor the activities and operations of College Athletic events, including serving as the on-site administrator at athletic home contests as assigned.

This is a full-time, 12-month position. Administrators are expected to work a minimum of 40 hours per week and expected to work during normal business hours of the District, unless otherwise approved by his/her supervisor. This position is subject to evening and weekend hours.

**REPRESENTATIVE DUTIES:**

The Director of Student Life exercises judgment in the facilitation and administration of student success and support activities and programs. The nature of these responsibilities require the Director to develop and maintain positive working relationships with faculty and staff across the College to foster collaboration with effective results and of student learning, achievement, and success. The Director will also:

1. ——Plan, organize, coordinate and direct the operations of the College's Student Development Life Program; MESA Program; Re-Entry program; establish goals and objectives; Evaluate, modify and implement program activities in accordance with the College's mission and policies. policies and mission. Establish and assess measurable student learning outcomes, program goals and objectives.
2. Develop, monitor, and manage the unit's budgets. Supervise and evaluate the performance of assigned personnel; select, counsel and discipline staff as appropriate.
3. Serve as the advisor to the Associated Students, Inter-Club Council, and student clubs and



organizations which includes the following: Supervise and provide guidance to student government, including parliamentary law training and overseeing the preparation and development of student government budgets. Exercise financial management oversight of student government and club budgets; and approve expenditures in accordance with District policies and applicable regulations. Prepare and administer the disbursement of Associated Student funds. Supervise the Associated Students Treasurer. Make travel, hotel

and conference arrangements for student government; accompany students on over-night and weekend activities, when required.

—Teach Political Science 50: Student Leadership course.

4. —

—Supervise and evaluate the performance of assigned personnel; select, counsel and discipline staff as appropriate.

5. —Oversee and direct student government; oversee student development and control of the ASSC budget; approve expenditures in accordance with established fiscal policies. Negotiate and supervise contracts with ASSC vendors.

—Assist in establishing and implementing student policies and programs.

6. —8. Provide technical expertise to student groups in developing leadership skills, budgeting techniques and organizational abilities. Supervise income and expenditures of campus clubs. Direct the redistribution of unspent funds from inactive student clubs.

7. Oversee the application and renewal process for official recognition of student clubs. Coordinates and approves the recruitment of new faculty sponsors/advisors to student organizations.

8. Manage the use and scheduling of Student Center facilities. Serve as the liaison to the college bookstore and cafeteria. Develop and monitor the allocation of any available general fund and student center funds related to student activities, e.g. commencement, student life, and student center.

9. Oversee the repairs and maintenance of the Student Center. Participate in facility design and redesign.

10. —Serve as advisor and resource person for diverse organizations, projects, committees and other groups; coordinate and oversee activities, including the: Excellence in Academic Achievement Award Ceremony, Women's History Month, Black History Month, World AIDS Day, U.S. Constitution Day, Club Promo Day, outreach, Preview Day, Solano Daze/Multicultural Week, Cinco de Mayo, and other cultural events, and where appropriate, in conjunction with ASSC, student clubs, and the College.

11. — Supervise and attend a variety of student activities and events; negotiate contracts and arrange for transportation for visiting artists. Arrange security, custodial services, ticket-takers and equipment as required.

— Make travel, hotel and conference arrangements for student government; accompany students on over-night and weekend activities, when required.

12. — Develop and control the Student Health Center budget; negotiate, supervise and implement annual contract for Student Health Center with Solano County Department of Health and Welfare.

13. — Plan, organize, and coordinate health care services for students including the drug and alcohol abuse prevention program.

— Negotiate and supervise contracts with ASSC vendors.

14. — Coordinate and schedule the activities and campus events of student clubs and organizations; supervise off-campus vendors selling merchandise on campus; administer and supervise use of the Student Center building.

15. — Communicate with a wide variety of campus and District administrators and personnel as well as community organizations to arrange equipment and facilities use, resolve problems and exchange information.

— Plan and coordinate annual College commencement ceremonies.

16. — Prepare, submit and monitor the annual budget for areas of responsibility; research and approve expenditures for services, supplies and equipment according to established fiscal policies.

17. — Supervise and participate in the preparation and maintenance of a variety of records, files and reports related to student development life programs and budgets.

18. — Provide technical assistance to campus clubs, organizations and government in developing and designing news releases and photos, posters, announcements and other publicity items to promote campus events and activities.

19. — Prepare and direct the distribution of a variety of written materials such as student bulletins, newsletters, flyers, brochures and orientation materials.

20. Under the direction of the Director of Athletics, coordinates, supervises, and directs the activities at College athletic events as assigned. The Director of Student Life will:

- Supervise and coordinate sports program events in compliance with conference, state and NCAA and sport specific rules and policies.
- Supervise contests and resolves problems as needed.
- Oversee and ensure that proper arrangements are made for sport contests



including event preparation, proper staffing, event revenue collection and accounting, and sideline and crowd control.

- Coordinate doctor/ambulance, security, transportation, and other related activities, associated with home College athletic contests.
- Oversees and ensures the provision of safe facilities and equipment for all sporting events.

21. —Perform related duties as assigned.

### 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.

Student services policies and procedures.

Parliamentary procedure, Ralph M. Brown Act, applications of the First Amendment

—regarding free speech.

Knowledge of and/or experience in physical education/athletic activities to be successful in the position and knowledge of conference, state and NCAA and sport rules and policies.

Financial and statistical record-keeping techniques.

Budget preparation and control.

Oral and written communication skills.

—Correct English usage, grammar, spelling, punctuation and vocabulary.

Principles and practices of supervision, training, and leadership.

Applicable sections of the State Education Code and other applicable laws.

Interpersonal skills using tact, patience and courtesy.

District organization, operations, policies and objectives.

#### —ABILITY TO:

Organize, coordinate and implement a variety of student-related programs, events and activities at a community college.

Direct student government activities.

Provide leadership, support and assistance to student clubs and organizations on campus.

Develop and coordinate re-entry and health care services.

Communicate effectively both orally and in writing.

Establish and maintain cooperative and effective working relationships with others.

Train, supervise and evaluate personnel.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Analyze situations accurately and adopt an effective course of action.

Plan and organize work.

### EDUCATION AND EXPERIENCE:

—The minimum qualifications for service as an classified manager an educational administrator shall be the following:

- a) (1) Possession of a bachelor's-master's degree in political science, government, or international relations; OR  
 (2) Bachelor's degree in any of the above **AND** Master's degree in economics, history, public administration, social science, sociology, any ethnic studies, J.D., or LL.B from an accredited college or university; OR  
 (3) the or-equivalent;
- b) The equivalent of two years of experience in instructional and non-instructional student activities, or a combination thereof;
- c) One year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment which may, but need not be, concurrent with the instructional counseling or student activities assignment.

Preferred qualifications: Knowledge of and/or experience in physical education/athletic activities to be successful in the position and knowledge of conference, state and NCAA and sport rules and policies.

zg:Dir Student Devsl: Dir of Student Life

Board approval: 10/16/91

Revised: 5/21/97

4/21/99

7/21/10

12/4/13



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

**TO: Members of the Governing Board**

**SUBJECT: PROPOSED NEW JOB DESCRIPTION  
EXECUTIVE COORDINATOR-ACADEMIC AFFAIRS  
(CONFIDENTIAL) ADMINISTRATIVE LEADERSHIP  
GROUP**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY**

Under the direction of Vice President of Academic Affairs, the Executive Coordinator-Academic Affairs (Confidential) position will serve as the chief executive support staff to the Vice President and will work closely with the executive administration to carry out the District's mission and strategic goals.

The new job description was vetted through the Superintendent-President's Cabinet and Shared Governance Council. The Executive Coordinator -Academic Affairs (Confidential) position will be placed on Range 35 of the 2013-14 ALG Salary Schedule.

Approval is requested at this time.

Government Code: **88001,88009, 880013** Board Policy: **4720** Estimated Fiscal Impact: **Unknown**

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

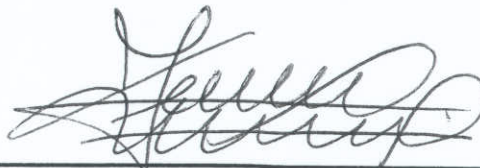
**ADDRESS**

707 864-7263

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATIONS**

### **CLASS TITLE: Executive Coordinator – Academic Affairs (Confidential)**

#### **BASIC FUNCTION:**

Under the direction of the Vice President of Academic Affairs, the Executive Coordinator-Academic Affairs serves as the chief executive support staff to the Vice President, and works closely with executive administration to carry out the District's mission and strategic goals. The classification performs executive administrative functions that include a wide variety of difficult and highly complex duties; and coordinates communications between the administrator and other top level district administrators, faculty, staff, students and community members.

#### **DISTINGUISHING CHARACTERISTICS:**

This classification is distinguished from the lower classification of Executive Assistant in that employees in this class are distinguished by executive level administrative duties that require advanced levels of independent judgment, discretion, initiative, problem-solving skills and coordination activities.

#### **REPRESENTATIVE DUTIES:**

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

- Work with Vice President of Academic Affairs and other college officials to carry out the District's Mission and strategic goals for the College.
- Plan, organize, coordinate, and direct office workflow in the office of the Vice President ensuring timelines are met; coordinate and oversee projects as assigned by Vice President.
- Provide administrative support for the campus-wide Shared Governance Council. Prepare agendas, meeting calendar and back-up materials; attend regular and special meetings, record and prepare minutes, distribute minutes and maintain official records of agendas and minutes.
- Provide back-up administrative support as needed for the District Governing Board that may include preparation of agendas and back-up materials, attendance at regular and special meetings as well as retreats of the Governing Board; record and prepare minutes.
- Attend meetings, prepare agendas, attend and take minutes for Academic Deans meetings and other campus committees as needed.
- Provide administrative support to the Accreditation Liaison Officer in the preparation of required reports; review and disseminate information and resources from ACCJC and the Evaluation Team; coordinate team visit (schedule, reservations, meals, supplies, computer access, etc.); serve as the liaison to the Evaluation Team during its visit.



- Anticipate needs and initiate activity to resolve minor problems and respond to and assist the Vice President in resolving difficult and sensitive inquiries, complaints, and requests for information and assistance. Compose correspondence on own initiative on matters not requiring personal responses of the Vice President.
- Coordinate with the Curriculum Office as requested by the Vice President. Review and update sections of College Catalog as needed.
- Prepare Academic Affairs agenda items and informational reports and presentation materials for Governing Board meetings, coordinate submittals and supporting documents for District functions reporting to the Vice President. Assure timelines and legal guidelines are followed and outside agencies receive information and notification of action taken as required.
- Monitor the budgets for the Vice President, accreditation and other budgets under the Vice President's responsibility. Ensure that expenditures are correctly recorded and account balances are sufficient to cover costs.
- Ensure that district policies and procedures for Academic Affairs are updated on a regular basis consistent with Governing Board policy. Keep informed on updates/recommendations/changes from the California Community College League. Verify references and prepare/develop/recommend new policies/procedures.
- Coordinate evaluations of administrators supervised by the Vice President, prepare and distribute the evaluation instruments. Work with the Vice President in advising School Deans of timelines and deadlines to ensure completion of evaluations for tenure-track faculty; compile and prepare annual tenure track recommendations for Governing Board consideration.
- Work with interview chairs and Human Resources in scheduling interviews with the Vice President for management, faculty and classified staff hiring.
- Make comprehensive travel arrangements and prepare documentation for travel requests and reimbursements for the Vice President.
- Prepare and distribute Tentative Teaching Assignments to all faculty for fall and spring semesters. Prepare, review, update and distribute Faculty Reassigned Time Report. Develop, review, update and distribute Faculty Handbook.
- Prepare and distribute materials related to the Sabbatical Leave process; assist the Sabbatical Leave Chair.
- Coordinate, prepare, update and distribute Evening Administrator schedule for Fall and Spring semesters.
- Perform job-related duties as assigned.

**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:**

- Completion of an AA/AS degree or the equivalent and six years of complex administrative office work, including two years as an assistant to an executive administrator. Experience in a community college environment is desirable.

**LANGUAGE SKILLS:**

- Ability to read, analyze, and interpret general business periodicals, journals, technical procedures, or governmental regulations.
- Ability to compile information and write reports, business correspondence, and procedure manuals using correct English usage, grammar, spelling, punctuation and vocabulary.
- Ability to read, interpret, apply and explain District and department policies, procedures and regulations.
- Ability to effectively present information in person or on the telephone to students, staff or the public.

**MATHEMATICAL SKILLS:**

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

**REASONING ABILITY:**

- Ability to solve practical problems and deal with variables in situations where only limited standardization exists.
- Ability to analyze and resolve difficult and/or sensitive situations.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to use sound judgment in recognizing scope of authority.
- Ability to learn quickly and apply specific laws, regulations, rules, policies and procedures of the department and functions to which assigned.
- Ability to exercise good judgment and discretion in analyzing and resolving confidential, difficult and sensitive situations.

**CERTIFICATES, LICENSES, REGISTRATION:**

None are required for this classification.

**OTHER SKILLS AND ABILITIES:**

- Demonstrate knowledge of modern office practices, procedures and equipment, including letter and report writing, financial and statistical record-keeping, receptionist and telephone techniques and etiquette.



- Demonstrate knowledge of research methods and techniques.
- Demonstrate knowledge of office management techniques.
- Perform difficult and complex secretarial and office management duties in the administrator's office.
- Operate word processing, spreadsheet and data base management software proficiently.
- Operate computer terminals, microcomputer, copier, calculator, dictaphone and facsimile machine.
- Operate an electronic keyboard accurately at 65 words per minute.
- Record and transcribe information accurately at an acceptable rate of speed.
- Format, type, proofread and distribute documents and other written materials.
- Train and provide work direction to others.
- Establish and review work priorities.
- Meet demanding schedules and multiple timelines.
- Maintain accurate statistical and financial records.
- Plan and organize work.
- Establish and maintain effective and cooperative working relationships with others.
- Maintain confidentiality of sensitive information.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Work effectively with minimal supervision.
- Perform assigned work with speed and accuracy.

**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 outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. Employees in this classification are occasionally required to attend meetings or to pick up or deliver materials at other campus locations.
- Employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.
- Specific vision abilities required 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 the 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 this 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 an office environment. While performing the duties of this classification, the employee regularly is subjected to frequent interruptions and exposed to the risks of computer-generated video radiation. The work environment is moderately noisy.

12/2013

Board approved \_\_\_\_\_

New



AGENDA ITEM 12.(d)  
MEETING DATE December 18, 2013

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

**TO: Members of the Governing Board**

**SUBJECT: PROPOSED NEW JOB DESCRIPTION  
PAYROLL ANALYST (LEAD)**

**REQUESTED ACTION: INFORMATION/ACTION**

**SUMMARY**

As a result of the Fiscal Services Department being reorganized, a new job description was created for Payroll Analyst (Lead). The Payroll Analyst (Lead) position will be placed on Range 20 of the 2013-14 CSEA Salary Schedule.

Approval is requested at this time.

Government Code: **88001,88009, 880013** Board Policy: **4720** Estimated Fiscal Impact: **Unknown**

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

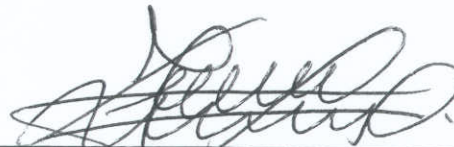
**ADDRESS**

707 864-7263

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION**

### **CLASS TITLE: PAYROLL ANALYST (LEAD)**

#### **BASIC FUNCTION:**

Under the direction of the Director of Fiscal Services, the Payroll Analyst plans, organizes, oversees, and directs the operation of the District Payroll functions to assure College employees are paid in an accurate and timely manner. Assures compliance with County, State, and Federal regulations and guidelines concerning payroll-related administration.

#### **DISTINGUISHING CHARACTERISTICS:**

This is an advanced level classification in the Specialist series. Incumbents assist in managing a large Student Services Office and in coordinating communications and the timely paper flow for the Financial Aid Administrator. This position reports directly to the Financial Aid Administrator and performs specialized and complex work in compliance with Federal and State regulations.

#### **DUTIES AND RESPONSIBILITIES:**

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

- The reconciliation of Federal and State quarterly and annual tax reports, including W-2s; the State Controller's Office-Community College Districts' Local Government Compensation Report (GCC); PIPS; the Bay Area News Reporter; Accu Wages; U.S. Department of Labor; Workers' Compensation; Payroll Audits; and Verification of Employment.
- The reconciliation of and reporting to California Retirement Pensions for STRS DB/CB and PERS; administering process and payment issues for the STRS Defined Benefit and Cash Balance Plans.
- The District's Health and Welfare benefits processes, billing, and reimbursement for actives and retirees.
- Compliance with District guidelines and policies as they relate to all staff, faculty, and management salaries and benefits.
- Providing time sensitive, Payroll-related information to Human Resources for collective bargaining negotiations on compensation, retirement, and fringe benefits.
- Research, collaboration, and resolution on Enterprise Resource Planning (ERP), currently Banner, operating issues that affect Payroll processing.
- Monitors and provides technical work direction and training to assigned personnel.
- Planning work schedules and monitoring workflow to meet payroll timelines for a variety of complex duties related to the compensation and records maintenance of District personnel.
- Plans, organizes, implements, and directs the operation of regular and hourly payrolls to assure College employees are paid in an accurate and timely manner; coordinates and



oversees the processing of Payroll-related data, forms, timesheets, and applications; assures Payroll activities are in compliance with established requirements, internal controls, labor law agreements, rules, regulations, District policies and procedures.

- Oversees the preparation and processing of monthly and hourly payrolls, benefits, voluntary deductions, and retirements. Makes pay adjustments, including any retroactive pay adjustments. Determines appropriate budget codes, retirement codes, calculates pay rates, inputs data; analyzes and resolves payroll problems
- Monitors and audits the accuracy and integrity of all payrolls, benefit health cost premiums, mandated benefit costs. Balances payroll expenses to the general ledger.
- Supervises the maintenance of District payroll records and reports as required by Federal, State, local, and District policies including meeting CalSTRS and Cal PERS retirement requirements; compiles information and calculations for W-2 reporting.
- Reviews, reconciles, and processes the District's monthly CalPERS and CalSTRS DB-Defined Benefits Plans and CB-Cash Balance Plan retirement records. Submits the final detail reports, reconciles summary sheets, and payments to the appropriated agencies (SCOE & CalPERS and CalSTRS) in a timely manner. Responds to questions from retirement agencies regarding any District retirement related issues.
- Prepares and processes quarterly and year-end balancing and auditing reports; ensures payment of payroll taxes and preparation of Federal and State tax returns. Calculates and processes W-2 corrections; prepares W-2 reporting, are these w2 reports: quarterly Form 941 (QTR. Employment, DE9, and DE9423, Monthly: CalSTRS, CalPERS, US Department of Labor, CA School Districts Salary Information Reporting, Workers Compensation, Payroll Audits, and other reports as required; sorts and disseminates W-2 forms at year-end.
- Supervises, processes, and updates District Health and Welfare benefits rate changes and mandated benefit costs premiums. Processes employee Health and Welfare benefit changes. Supervises the reconciliation of Health & Welfare billing and invoicing processes for Health, Dental, Vision, and other employee benefits for current District employees and retirees.
- Assists in directing, and provides training for payroll staff. Plans work schedules and monitors workflow to meet payroll timelines.
- Assumes Banner, or other ERP systems, responsibility for research and resolution of day-to-day operating issues that affect Payroll processing in Banner, or other ERP systems. Communicates with IT Programmers to identify and troubleshoot key issues and program errors. Coordinates Payroll activities with IT Department to implement and maintain system applications, ensuring that payroll and time reporting meet CalSTRS, Cal PERS, local, Federal, State laws, and collective bargaining agreements. Participates and collaborates in CALBHR Focus Group in-group discussions regarding implementation of Banner, or other ERP systems, issues.
- Communicates with current and former District employees and retirees in provide technical assistance regarding payroll, retirement, and benefit issues. Works in conjunction with Human Resources to resolves problems. Investigates and resolves complex or unusual payroll problems, initiating special research and analysis as necessary. Represents the District in the exchange of information, correction of accounting discrepancies, and resolution of accounting issues and problems.



- Organizes and develops Payroll schedules and coordinates Payroll activities with Human Resources, IT Department, and Solano County Office of Education (SCOE), CalSTRS CB Plan, and other departments as needed.
- Ensures timely report transmittals to CalPERS and CalSTRS retirement systems regarding employee resignations, retirements, and agency requirements.
- Processes District employee monthly and hourly absence reports.
- Complies with bargaining unit agreements and related changes to salary and benefit provisions. Assures compliance with District guidelines and policies relating to staff, faculty, and management salaries and benefits.
- Coordinates the preparations and distributions of regular and special Payroll warrants to employees, students, Solano County Office of Education (SCOE), banks, insurance carriers, taxing agencies, and others as appropriate.
- Processes employment verifications. Communicates with State and Federal agencies, retirement boards (CalPERS and CalSTRS), banks, insurance carriers, and others to verify employment; resolves Payroll issues.
- Assures compliance with various Payroll-related laws and regulations; researches historical records; complies with audit requirements and assists auditors as requested. Provides staff assistance to independent auditors.
- Provides necessary Payroll related information to Human Resource for collective bargaining negotiations on compensation, retirement, and fringe benefits. Performs a variety of complex duties related to the compensation and records maintenance of District personnel; assures compliance with County, State, and Federal regulations and guidelines concerning Payroll related administration.
- Provides technical information and assistance to the Director of Fiscal Services regarding payroll activities, needs, and issues.
- Retrieves Payroll documents and information from remote storage locations.
- Transports signed documents between the District Office and the County Office of Education (SCOE). Valid driver's license required.
- Evenings and weekends may be required.
- Performs job-related duties as assigned.

**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:**

- Bachelor's Degree with major course work in Accounting/Business.
- Three years' experience processing, analyzing, reconciling benefits under the California Pension STRS & PERS retirement systems.



- Five years of responsible Payroll and benefits processing experience in a college or other educational setting, public agency, or closely related field which has provided the knowledge and abilities outlined below:

**KNOWLEDGE & ABILITIES:**

- Knowledge of laws and regulations applicable to District regulations, policies, and community college payroll and benefit processes.
- Knowledge of College integrated Human Resources/Payroll software system.
- Federal, state, and local reporting requirements relating to payroll processes including California Education Code, STRS, PERS, and other programs and laws related to payroll records and benefit programs.
- Fund accounting and generally accepted accounting principles.
- Work independently with minimal supervision.
- Computer technology and various software programs including email, Microsoft Word, Microsoft Excel, and databases including computerized payroll/accounting systems, which support payroll planning, reporting, and processing.
- Practices and principles of financial and statistical recordkeeping.
- Establishes and maintains effective and cooperative working relationships with others. Demonstrates sensitivity to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Ability to define complex and technical problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract variables.
- Ability to analyze data and solve non-routine problems using judgment and generally accepted accounting principles.

**PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties outlined in this classification, the employee in this classification is regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information, and hear and understand voices over telephone and in person. An employee in this classification routinely may attend work-related meetings and perform work duties at other campus locations.

## **PAYROLL ANALYST (LEAD)**

**Page 5**

- The employee assigned to this classification must regularly lift, carry and/or move objects weighing up to 25 pounds.
- Specific vision abilities required 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 the 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 this 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 an office environment. While performing the duties of this classification, the employee frequently is exposed to the hazards of working with video display terminals and risks contact with irate persons who disagree with paycheck amounts or timelines. The employee in this classification handles cash and checks and is therefore exposed to the hazards of physical violence surrounding theft. The work environment is usually quiet but is sometimes moderately noisy because of noise from equipment or sounds of voices.

PK/ea-12/6/13

Board approved: \_\_\_\_\_



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION  
PAYROLL SPECIALIST

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY**

As a result of the Fiscal Services Department being reorganized, a new job description was created for Payroll Specialist. The Payroll Specialist position will be placed on Range 15 of the 2013-14 CSEA Salary Schedule.

Approval is requested at this time.

Government Code: **88001, 88009, 880013**

Board Policy: **4720**

Estimated Fiscal Impact: **Unknown**

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Bruce Petersen, Associate Vice President  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7263

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

December 6, 2013  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION**

**CLASS TITLE:     PAYROLL SPECIALIST**

### **BASIC FUNCTION:**

Under supervision of the Director of Fiscal Services and in coordination with the Payroll Analyst (Lead), independently perform a wide variety of complex and technical accounting duties primarily in payroll; prepare and maintain financial and statistical records and reports. Assumes responsibility of the operation of the District Payroll functions to assure College employees are paid in an accurate and timely manner.

### **DUTIES AND RESPONSIBILITIES**

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

- Assist the Payroll Analyst (Lead) in preparing and processing District payrolls in order to meet established timelines. Assist in the day-to-day operation of the office of Payroll.
- Process regular monthly payroll for student workers, part-time temporary employee groups. Receive and review timesheets and verify hours worked. Perform complex payroll calculations; verify information from relevant forms; audit, correct and balance payroll. Post hours worked to computerized payroll records; verify extensions and coding; balance computerized Payroll Register to timesheet documentation.
- Distribute monthly payroll deductions, tax shelter payments, and wage garnishments to outside agencies.
- Reconcile invoices for health and welfare benefit payments; prepare payments and backup; maintain eligibility records in different formats as required. Receive, verify and prepare deposits for health and welfare premium payments from employees; maintain premium payment records and take appropriate action to collect payment when necessary. Submit to accounting for warrant processing. Use online programs to update eligibility as appropriate; research, compute and provide data relative to employee benefits and specific District needs.
- Maintain and monitor status of District-paid retiree health and welfare benefits and Medicare status; notify retirees of termination and provide optional information; prepare/mail Medicare Part B reimbursement letter; and process reimbursement claims. Update monthly spreadsheet for retiree reimbursements for health premiums deducted from their monthly retirement allowances from CalPERS or CalSTRS. Assist retirees with problems that arise regarding their health benefits. Research and communicate with CalPERS to resolve issues.
- Calculate payroll adjustments and process special requests; cancel and reissue warrants as appropriate; verify the accuracy of entries related to budget coding, pay rates, and state and federal tax status; archive payroll records via optical imaging or other formats as needed.



- Maintain filing system for employees' deductions and health benefits records and reports as required by District pay policies. Retrieve and provide assistance to independent auditors the payroll related documents and information as requested.
- Answer questions, resolves problems and complaints in coordination with the Human Resources Technician.
- Perform special research on payroll as necessary.
- Provide payroll information for inquiries, verifications, various reports and surveys as needed. Provide data and information relative to employee health benefits and specific District requests for negotiations with employee groups.
- Communicate with current and former District employees and retirees, County Office personnel, health and welfare providers and others to obtain and provide information, correct discrepancies and resolve payroll problems.
- Provide wages and statutory benefits payroll-related reports to various departments (i.e., Federal Work Study, Disabled Students Programs, etc.).
- Resolve payroll processing problems; research information and obtain required documentation; delay processing timesheets with inadequate or missing documentation; process wage garnishments and provide information to investigative agencies as required.
- Perform a variety of technical accounting tasks using computers and peripheral equipment, calculator, typewriter, and copier.
- Provide assistances to the Payroll Analyst (Lead) in special projects as necessary. Provide assistance and serve as backup in the absence of Payroll Analyst (Lead) to complete the monthly payroll process in a timely manner.
- Train and provide work direction to student assistants and temporary personnel as assigned.
- Participate in software conversions, including testing and technical problem solving; identify software problems and work with the District's Technology Services department and the software support company to correct problems.
- Transports signed documents between the District Office and the County Office of Education (SCOE). Valid driver's license required.
- Performs job-related duties as assigned.

**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:**

- Associate's Degree with major course work in Accounting/Business.
- Three years Payroll and Benefits processing experience in college, public, and/or private agencies.
- Three years of financial and statistical recordkeeping experience/or education that provides the required knowledge, skills, and abilities.



**KNOWLEDGE AND ABILITIES:**

- Ability to apply technical knowledge and understanding to carry out instructions furnished in written, oral, or diagram form, including federal and State regulations and District policies and procedures.
- Ability to recognize, analyze, and deal effectively with technical problems involving several individuals and variables in an independent manner
- Ability to learn quickly and apply specific rules, policies and procedures of the program and function to which assigned.
- Ability to exercise good judgment, discretion, tact and courtesy in the handling of confidential and sensitive matters.
- Fund accounting and generally accepted accounting principles.
- Financial and statistical recordkeeping techniques.
- Modern office practices and procedures.
- Operate the Microsoft Excel, Microsoft Word software, and databases including computerized payroll/accounting systems.
- Operate office equipment including printers, copier, and calculator.
- Plan and organize work to meet multiple demanding schedules and timelines.
- Establish and maintain effective and cooperative working relationships with others.
- Demonstrate a sensitivity to relate to persons with diverse socio-economic, cultural, and ethnic backgrounds, including the disabled.
- Work independently with minimal supervision.
- Perform assigned work with speed and accuracy.
- Prepare and maintain complete and accurate financial records and reports.
- Prioritize tasks.

**PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at other campus locations
- Employees assigned to this classification must regularly lift, carry and/or move objects, such as storage boxes, weighing up to 25 pounds
- Specific vision abilities required 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 the 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 this 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 an office environment. While performing the duties of this classification, the employee frequently is exposed to the hazards of working with video display terminals, and risks of contacts with irate persons who disagree with payroll checks, garnishments or other charges. The employee in this classification handles, transports, distributes signed and unsigned checks, and is therefore exposed to the hazards of physical violence surrounding theft. The work environment is usually quiet but is sometimes moderately noisy because of noise from equipment or sounds of voices.

Board approved \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION  
SENIOR ACCOUNTANT

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY**

As a result of the Fiscal Services Department being reorganized, a new job description was created for a Senior Accountant. The Senior Accountant position will be placed on Range 21 of the 2013-14 CSEA Salary Schedule.

Approval is requested at this time.

Government Code: 88001, 88009,  
880013

Board Policy: 4720

Estimated Fiscal Impact: Unknown

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL

☐ DISAPPROVAL

☒ NOT REQUIRED

☐ TABLE

Bruce Petersen, Associate Vice President  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7263

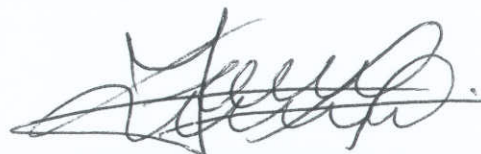
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**SOLANO COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE: SENIOR ACCOUNTANT**

**BASIC FUNCTION:**

Under direction of the Director of Fiscal Services, perform professional accounting work in a computerized accounting environment; perform cost and fund accounting, analysis and reporting work; analyze, maintain, reconcile and audit various funds and accounts; train and provide technical work direction to accounting assistants and specialists as.

**DUTIES AND RESPONSIBILITIES:**

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

- Perform, with minimum supervision and using independent judgment and discretion, professional accounting work in accordance with legal requirements, District policies, and generally accepted accounting principles.
- Coordinate and provide technical expertise to a wide variety of administrators in the development and control of categorical accounts; interact with administrators, governmental agencies and others in an independent manner to research, analyze and solve complex accounting issues.
- Analyze and prepare federal, State and local reports for categorically funded accounts and others as assigned; maintain accounting records for categorically funded programs and grants; audit and review revenue expenditures; review and interpret grants to determine budgeting, billing and reporting requirements and implement as appropriate.
- Analyze, examine, verify and reconcile fiscal records of various budgetary funds and accounts; perform internal audits as assigned; assure the accuracy and completeness of accounting records including documentation, authorizing signatures and reporting requirements; assist independent auditors as requested.
- Prepare all audit year-end balance sheets, financial aid and fiduciary funds (clubs-accounts, etc.)
- Reconcile District bank statements manually and using computer equipment; act as District liaison between the Governing Board and banks in reconciling bank statements; resolve problems and maintain required signature cards and point of sale letters of deposit.
- Prepare, analyze and review periodic and annual reports and records including financial statements, reimbursement claims and reconciliations.
- Perform annual accounting duties in the development, structure and control of the budgets and fiscal closing activities for categorical, financial aid and fiduciary funds.



- Respond to federal, state and local agencies in reference to questions and requests related to grant management and other categorical and non-categorical accounts as assigned.
- Perform a variety of accounting tasks using personal and mainframe computers, and peripheral equipment; install and utilize accounting software programs.
- Communicate with District employees, governmental agencies and others to represent the District in the exchange of information, correction of accounting discrepancies and resolution of accounting issues and problems.
- Coordinate, oversee and participate in software conversions, including testing and technical problem solving; identify software problems and work with the District's Computer Services department and the software support company to correct problems.
- Develop and prepare tentative, publication and adoption budgets for various restricted and special funds as assigned. Assist in developing and preparing of categorical funds.
- Design and administer internal budgetary control procedures and transactions for categorical funds, Categorical funds and other District fiduciary funds.
- Analyze specific transactional workflow to improve controls and streamline processes. Develop appropriate work tools such as computer spreadsheets to improve data recording and reporting.
- Train budget managers on a one-to-one basis and in groups, if needed, on the budgetary system for categorical programs including accounting and auditing principles, practices and procedures.
- Review categorical requisitions and budget transfers for appropriateness of coding and contract expenditures.
- Prepare and submit categorical budget increases for Governing Board agenda preparation.
- Retrieve documents and information from remote storage areas as required.
- Perform related duties as assigned.

**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:**

- Bachelor's degree from an accredited four year college with major course work in accounting; five years of increasingly responsible experience in accounting, auditing, budget preparation and contract interpretation, including at least one year of public agency experience; one year of experience involving the operation of microcomputers



using word processing, spreadsheet and database management software 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 contracts, budgets, professional journals, technical procedures, or governmental regulations.
- Ability to write accounting reports, business correspondence, and procedure manuals. Ability to effectively present complex and technical information and respond to questions from groups of administrators and other employees, students, governmental agencies and the general public.

**MATHEMATICAL SKILLS**

- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Ability to reconcile District bank statements and balance general ledgers.
- Ability to prepare clear, concise and complete financial statements and reports.

**REASONING ABILITY:**

- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract variables.
- Analyze financial data and to read, analyze and interpret laws, regulations, contracts, and accounting principles in order to resolve complex accounting issues and problems.

**CERTIFICATES, LICENSES, REGISTRATION:**

None are required for this classification.

**OTHER SKILLS AND ABILITIES:**

- Demonstrate knowledge of:
- Governmental accounting and auditing practices.
- Fund and cost accounting, financial analysis, research and projection techniques. Budget preparation and control.
- Perform professional level accounting and auditing work for a community college district.
- Perform work in compliance with laws, regulations and requirements applicable to contract and grant accounting and financial reporting.
- Operate micro and mainframe computers and related equipment and software programs, including Excel and Microsoft Word.
- Establish and maintain cooperative working relationships with others.
- Train, monitor and provide technical work direction to others.

- 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 for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties outlined in this classification, employees in this classification are regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; and hear and understand voices over telephone and in person. An employee in this classification routinely performs work duties and attends work-related meetings at other campus locations.
- All employees assigned to this classification must regularly lift, carry and/or move objects weighing up to 10 pounds.
- Specific vision abilities required 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 the 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 this 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 an office environment. While performing the duties of this classification, the employee frequently is exposed to the hazards of working with video display terminals. The employee in this classification handles cash and checks and is therefore exposed to the hazards of physical violence surrounding theft. The work environment is quiet.

PK/ea-12/06/13

Board approved: \_\_\_\_\_



AGENDA ITEM 13.(a)  
MEETING DATE December 18, 2013

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

**TO: Members of the Governing Board**

**SUBJECT: PROPOSED NEW JOB DESCRIPTION  
DISTANCE EDUCATION SPECIALIST**

**REQUESTED ACTION: INFORMATION**

**SUMMARY**

The proposed new job description for Distance Education Specialist is needed to provide online technical support for students taking Distance Education classes. The Distance Education Specialist position will be placed on Range 13 of the 2013-14 CSEA Salary Schedule.

*Government Code: 88001, 88009,  
880013*

*Board Policy: 4720*

*Estimated Fiscal Impact: Unknown*

**SUPERINTENDENT'S RECOMMENDATION:**

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

Bruce Petersen, Associate Vice President  
Human Resources

**PRESENTER'S NAME**

360 Campus Lane, 201  
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**ADDRESS**

707 864-7263

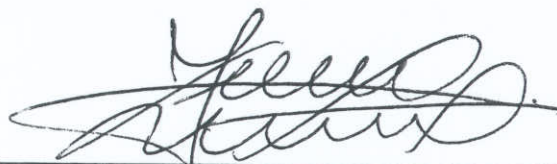
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

December 6, 2013

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

December 6, 2013

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

## **SOLANO COMMUNITY COLLEGE DISTRICT CLASS SPECIFICATION**

### **CLASS TITLE: DISTANCE EDUCATION SPECIALIST**

#### **BASIC FUNCTION:**

Under supervision of the Chief Technology Officer and in conjunction with the Faculty Coordinator of the Distance Education Program, provides technical, administrative and software support for instructors and students participating in Distance Learning courses; assists in design, development and maintenance of databases for courses, enrollment management and other purposes; maintains on-going contact with Distance Learning students to ensure successful retention; and performs related duties as assigned. Serve as an ex-officio member of the Distance Education Committee.

#### **DISTINGUISHING CHARACTERISTICS:**

Distance Education Program Specialist performs a variety of difficult and responsible duties to support instructors and students participating in the District's Distance Education program. Assists in developing databases and other software support for courses and provides technical support to faculty for enrollment, course management, and other matters. An incumbent develops and maintains ongoing communications with students to provide assistance and ensure retention in the program. Duties and responsibilities are carried out with considerable independence within the framework of established policies, procedures and guidelines. The incumbent significantly interfaces with both the Learning Management System and the District's Enterprise Resource Planning [Banner system].

#### **DUTIES AND RESPONSIBILITIES:**

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

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

- Assists and provides support to instructors and students participating in the District's Distance Learning Program; assists instructors in preparing (limited), setting up and uploading online courses; develops and maintains informational materials for students; performs account administration duties; answers questions and provides information regarding Distance Education tools, including discussion groups, online quizzes, assignment drop boxes; maintains student contact information and assists instructors in documenting student access to online courses.
- Provides assistance and guidance to students on the proper use of Distance Learning systems; receives and responds to student questions submitted by email, telephone and mail; assists students and faculty in troubleshooting computer and online course problems, access problems and other issues; provides information to students regarding any necessary software to properly view online courses; creates, updates and maintains multi-media student online orientations.



- Provides technical support for enrollment, course management and related functions; generates on-line student surveys.
- Originates, designs, develops and maintains html pages on the Distance Learning within the college's website; maintains database-driven applications; supports third-party applications; maintains up-to-date third-party products, licenses and contact information.
- Maintains up-to-date information on the online course schedule.
- Answers telephone calls and responds to technical questions regarding Distance Learning support, password administration, access issues and problems with quizzes and other online tools.
- Performs a variety of department operational support tasks.

**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 typical way of obtaining the knowledge, skills and abilities outlined above is graduation from a two-year college with a major in education, social sciences, computer information systems or a related field; and two years of progressively responsible online instructional system support experience; or an equivalent combination of training and experience.

**LANGUAGE SKILLS:**

- Ability to read, analyze, interpret, apply and explain laws, rules, guidelines, curriculum, schedules, policies and procedures affecting student financial assistance programs and assigned area of student services.
- Ability to read, interpret, apply and explain program requirements and restrictions.
- Ability to effectively present information and respond to common inquiries and complaints from students, staff, and the general public.

**KNOWLEDGE AND ABILITIES:**

- Methods and practices of on-line course management technologies and online course design and development.
- Web authoring and graphics software, including methods and practices of audio, video and image capture, manipulation and digitization and graphic design and layout.
- Basic web site usability concepts, including accessibility to students with disabilities.
- Advanced uses of standard software packages, including word processing, spreadsheet, presentation, graphics and database programs.
- PC and Mac hardware, operating systems and characteristics.



- Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
- Principles and practices of sound business communication; correct English usage, including spelling, grammar and punctuation.
- Demonstrate capacity to acquire a working knowledge of standard web mark-up and scripting languages; database management systems and software, including architectures, diagnostic tools, commands and utilities, and database development and administration tools; network architecture and communication protocols applicable to the design; development and administration of web-enabled instructional materials.
- Provide practical support to students and faculty on the uses of on-line course software and web-based instructional materials.
- Troubleshoot on-line course software and student hardware problems and assist students in using the District's distance learning programs and materials.
- Perform difficult analyses, evaluate alternatives and develop sound conclusions and recommendations.
- Prepare clear and concise records, reports, correspondence and other written materials.
- Make sound, independent judgments within established guidelines.
- Communicate clearly and effectively, both orally and in writing.
- Exercise tact and diplomacy in dealing with sensitive issues and situations.
- Establish and maintain effective working relationships with College management, faculty, administrators, staff, students and others encountered in the course of work.

#### **PHYSICAL AND MENTAL DEMANDS:**

##### **PHYSICAL DEMANDS -**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions for this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job, the employee is regularly required to sit; talk or hear both in person and by telephone; use hands repetitively to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk and lift up to 10 pounds.
- Specific vision abilities required by this job include close vision, color vision, depth perception and the ability to adjust focus.

##### **MENTAL DEMANDS -**

- While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve difficult problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with District management, faculty, administrators, staff, students and others encountered in the course of work.



**WORK ENVIRONMENT:**

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Employees work under typical office conditions, and the noise level is usually quiet.

DW/LG/ea 12/4/13

Board approved \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: RETIREE HEALTH BENEFITS ACTUARIAL STUDY BY  
TOTAL COMPENSATION SYSTEMS, INC.**

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

The District contracted with Total Compensation Systems, Inc., (TCS) to conduct its bi-annual retiree health benefits actuarial study, as required by Governmental Accounting Standards Board (GASB) 43 and 45. The last study was completed in 2011.

Mr. Geoff Kischuk, President of Total Compensation Systems, Inc., will be present to discuss the report and answer questions from the Governing Board. A copy of the report is provided to the Board under separate cover, copies of which may be obtained in the Office of the Superintendent-President or Office of the Vice President of Finance and Administration.

*Government Code: N/A      Board Policy: 3225      Estimated Fiscal Impact: \$7,500*

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL      ☐ DISAPPROVAL  
☒ NOT REQUIRED      ☐ TABLE

Yulian Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Administration

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