

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

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

EMPLOYMENT 2012-2013

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Richard Mac Kenzie	Temporary FT Fire Technology Instructor/Coordinator	04/18/13 – 05/31/13

Change in Assignment

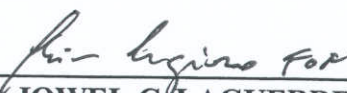
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Dawna Murphy	From Bookstore Operations Coordinator To Interim Accounting Specialist II, AP	03/26/13 – 06/30/13

Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Amber Cheatham	Substitute Student Services Assistant II Financial Aid	03/26/13 – 06/30/13	\$14.76 hr.
Jessica Dew	CSO, Short Term	02/28/13 – 06/30/13	\$11.91 hr.
Denina Fredrickson	Curriculum Review/Program Development	04/18/13 – 06/30/13	\$62.01 hr.
Leigh Anne Jones	Substitute Admin. Assist III	04/08/13 – 06/30/13	\$17.57 hr.
Michael Mapili	CSO, Short Term	02/27/13 – 06/30/13	\$11.91 hr.
Carica Macariola	Assist. Athletic Trainer	03/20/13 – 06/01/13	\$18.32 hr.
Jessica Rama	Office Assistant EOPS	04/18/13 – 06/30/13	\$ 9.60 hr.

Charo Albarrán
Interim Director, Human Resources

March 29, 2013
Date Submitted


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

March 29, 2013
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR
 Governing Board Meeting
 April 17, 2013
 Page 2

Short-term/Temporary/Substitute continued:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Karen Watson	English Lab Tech Extra hours	02/06/13 – 06/30/13	\$26.30 hr.
Lisa Abbott	Substitute Scheduling Specialist	03/11/13 – 6/30/13	\$16.07 hr.
Maria Delgado	Substitute Scheduling Specialist	03/11/13 – 6/30/13	\$16.07 hr.
Diane Crossley Mayers	Instructional Assistant Counseling/Umoja	04/18/13 – 05/30/13	\$14.76 hr.
Nedra Polk	Office Assistant Counseling Harambee	04/18/13 – 06/30/13	\$ 9.60 hr.
Nazia Mostafa	Substitute Assessment Specialist 50%	03/28/13 – 06/30/13	\$16.07 hr.
Ruth Rich	Substitute Assessment Specialist 50%	03/28/13 – 06/30/13	\$17.57 hr.

Released Time

<u>Name</u>	<u>Assignment</u>	<u>% of Released Time</u>	<u>Dates</u>
Annette Dambrosio	Accreditation Coordinator	30% to 100% based on need and funding	04/11/13 – 06/30/13

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Greg Begin	Workshop presenter Kinship Care Education	04/09/13 – 04/09/13	\$ 250.00
Greg Begin	Workshop presenter Kinship Care Education	05/14/13 – 05/14/13	\$ 250.00
Sherry Currie-Proctor	Workshop presenter Kinship Care Education	04/23/13 – 04/23/13	\$ 180.00
Jacqueline Jones	Workshop presenter Kinship Care Education	05/07/13 – 05/07/13	\$ 180.00
Kerry Pilley	Workshop presenter Kinship Care Education	04/23/13 – 04/23/13	\$ 180.00
Kerry Pilley	Workshop presenter Kinship Care Education	05/07/13 – 05/21/13	\$ 360.00
Delphine Turley	Workshop presenter Kinship Care Education	04/18/13 – 04/25/13	\$ 660.00
Delphine Turley	Workshop presenter Kinship Care Education	05/02/13 – 05/23/13	\$1080.00
Delphine Turley	Workshop presenter Kinship Care Education	06/05/13 – 06/12/13	\$ 360.00
Noel Vargas	Workshop presenter Kinship Care Education	04/18/13 – 04/25/13	\$ 360.00

Professional Experts continued:

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Noel Vargas	Workshop presenter Kinship Care Education	05/02/13 – 05/23/13	\$1080.00
Noel Vargas	Workshop presenter Kinship Care Education	06/12/13 – 06/12/13	\$180.00
Tiffany Wanberg	Workshop presenter Kinship Care Education	04/18/13 – 04/30/13	\$1200.00
Tiffany Wanberg	Workshop presenter Kinship Care Education	05/01/13 – 05/28/13	\$2700.00
Tiffany Wanberg	Workshop presenter Kinship Care Education	06/03/13 – 06/12/13	\$ 900.00

GRATUITOUS SERVICE

<u>School/Department</u>	<u>Name</u>	<u>Assignment</u>
Counseling Office	Amanda Greene	Volunteer Counseling Intern Coordinator
Counseling Office	Allyson Parr	Internship in Counseling

RESIGNATIONS

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>
Fawziya Abdullah	Assessment Center Specialist	03/27/13

2013-15 WINTER AND SPRING BREAK WORK SCHEDULE

The College will be closed for Winter Break December 23, 2013 through January 3, 2014; return to work January 6, 2014 and closed for Spring Break Monday, April 14, 2014 through Friday, April 18, 2014; return to work April 21, 2014.

The College will be closed for Winter Break December 22, 2014 through January 2, 2015; return to work January 5, 2015 and closed for Spring Break Monday, April 6, 2015 through Friday, April 10, 2015; return to work April 13, 2015.

CSEA, Chapter #211 ratified this Side Bar Agreement on 3/22/13.

AGENDA ITEM 10. (c)
MEETING DATE April 17, 2013

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

TO: Members of the Governing Board
SUBJECT: WARRANT LISTINGS

REQUESTED ACTION: APPROVAL

SUMMARY:

It is recommended that the following warrants be approved:

3/14/2013	Vendor Payment	11045301-11045374	\$91,858.00
3/14/2013	Vendor Payment	11045375-11045376	3,476.59
3/14/2013	Vendor Payment	11045377-11045377	43,898.43
3/20/2013	Vendor Payment	11045378-11045420	64,728.03
3/20/2013	Vendor Payment	11045421-11045422	4,365.29
3/20/2013	Vendor Payment	11045423-11045423	21,339.21
3/22/2013	Vendor Payment	11045424-11045493	11,846.23
			\$241,511.78

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

Government Code: *Board Policy: 3240* Estimated Fiscal Impact: **\$241,511.78**
ECS 70902 & 81656

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209

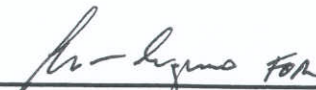
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

March 29, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

AGENDA ITEM 10.(d)
MEETING DATE April 17, 2013

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

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

PERSONAL SERVICES AGREEMENTS

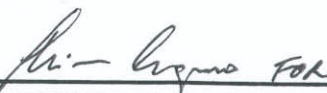
**School of Science
Renneé Moore, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Joseph L. White	Present class lecture in the Ethnic Studies Program.	March 21, 2013- March 21, 2013 (one day only)	Not to exceed \$500

**Small Business Development Center (SBDC)
Chuck Eason, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jennifer L. Hamilton	Provide advising services to the SBDC.	April 18, 2013- June 30, 2013	Not to exceed \$1,200

Yulian I. Ligioso
Vice President, Finance and Administration


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

March 29, 2013
Date Submitted

March 29, 2013
Date Approved

PERSONAL SERVICES AGREEMENTS (continued:)

**Workforce Training and Grants Management
Deborah Mann, Responsible Manager**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Joseph P. Gumina	Develop specifications to enhance the existing Alternative and Renewable Fuels and Vehicle Technologies Program Grant.	April 18, 2013- June 30, 2013	Not to exceed \$11,000

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: INSIGHT 4ES SCANNER, SURVEY TRACKER, AND
FORMS AGREEMENT

REQUESTED ACTION: APPROVAL

SUMMARY:

Solano Community College will purchase equipment and software from Scantron to replace our current products used for faculty evaluation processing, which are fifteen years old, break down regularly, and do not offer an online feature or any useful reporting features.

Scantron's updated solution provides numerous benefits to include a modern, high volume scanner, and advanced software with numerous reporting features. Currently, a minimum of \$1,000 per year is spent servicing our antiquated scanner as well as approximately \$1,000 per year in staff time manually feeding individual scantron forms through our scanner one document at a time.

Approval is requested at this time.

Government Code: Board Policy: Estimated Fiscal Impact: \$ 14,364

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

(707) 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 29, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**



www.scantron.com

Proposal for:

***iNSIGHT 4ES scanner, Survey
Tracker and forms
(Pricing version #12)***

SOLANO
COMMUNITY COLLEGE

Proposal to:

Solano Community College

Barbara Fountain

(707) 864-7000 Ext 4313

barbara.fountain@solano.edu

Proposal date:

March 13, 2013

Submitted by:

Rich Vesga

Account Executive for Higher Education
Scantron Corporation

Telephone: 800-722-6876, Extension 7784

Fax: 831-597-2446

Rich_Vesga@scantron.com

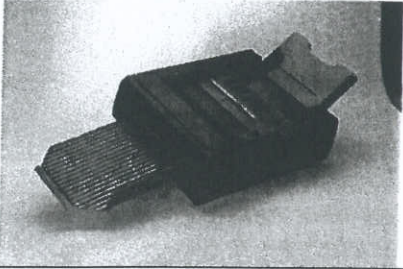
www.scantron.com

Tax ID # 95-2767912

EDUCATION PRICING

Discount Pricing is valid until March 22, 2013

Scanning System

Product	Description	Quantity	Price
INSIGHT 4 / 2304 	<ul style="list-style-type: none"> • Duplex scanning • 100 page Auto Document Feeder • Pencil and ink read • Dust cover • Scanning speed: 2,200 sheets/hour 	1	\$5,375
Freight and installation	\$330 / scanner	1	\$330
1-year on-site maintenance	Zone A (zip code 94534)	1	\$314

Survey Tracker

Product	Description	Quantity	Price
Survey Tracker	<ul style="list-style-type: none"> • Single workstation license • Paper AND on-line capabilities • Includes 1 year of support & software upgrades (both minor and major). • Unlimited Scantron technical support via phone, email, fax and chat • <u>ON-LINE TRAINING</u> • Includes 2 days on-line training (6 hours per day) • Site specific, maximum 4 participants per site 	1	\$7,495
Discount	<ul style="list-style-type: none"> • \$500 discount valid until March 22, 2013 	1	-(\$500)

Forms

Product	Description	Quantity	Price
Forms	<ul style="list-style-type: none"> • 1 form • 2/2 colors (black + 1 color) • Client will design form in Survey Tracker • Double-sided, 8.5" x 11" form • 60# white paper • Wrap in 500 • Forms will be scanned in Survey Tracker • Quantity = 10,000 	1	\$1,350

TOTAL

\$14,364

Year 2 estimates = ~\$1,871

Service and Support

Scantron provides on-going maintenance support for our scanners and software assurance programs, which include support and upgrades, for our software. These programs start at the end of the initial warranty and support terms. Note that Scantron offers **significant savings** for pre-payment of additional years of maintenance and support at the time of initial purchase.

INSIGHT 4 / 2304 On-site maintenance	Zone A – On-site maintenance pricing after warranty expiration. Discounts available for multiple years pre-paid at time of purchase See chart below for pricing												
Annual Maintenance for the iNSIGHT 4 / 2304 Scanning System <i>Standard pricing</i> One additional year pre-paid at time of purchase Two additional years pre-paid at time of purchase Three additional years pre-paid at time of purchase Four additional years pre-paid at time of purchase	<table> <tr> <th>Discount</th><th>Price</th></tr> <tr> <td>0</td><td>\$786</td></tr> <tr> <td>5%</td><td>\$746</td></tr> <tr> <td>9%</td><td>\$1,430</td></tr> <tr> <td>13%</td><td>\$2,051</td></tr> <tr> <td>16%</td><td>\$2,640</td></tr> </table>	Discount	Price	0	\$786	5%	\$746	9%	\$1,430	13%	\$2,051	16%	\$2,640
Discount	Price												
0	\$786												
5%	\$746												
9%	\$1,430												
13%	\$2,051												
16%	\$2,640												

Survey Tracker Software Assurance	<ul style="list-style-type: none"> Unlimited phone, fax, email support and live chat. Right To New Version (RTNV) allows customers to stay current by receiving all major and minor releases of licensed software automatically. Upon release of new versions, customers will be shipped the new media once software becomes generally available. 												
Software Support and Upgrades – Survey Tracker Single Workstation <i>Standard pricing</i> One additional year pre-paid at time of purchase Two additional years pre-paid at time of purchase Three additional years pre-paid at time of purchase Four additional years pre-paid at time of purchase	<table> <tr> <th>Discount</th><th>Price</th></tr> <tr> <td>0</td><td>\$1,085</td></tr> <tr> <td>5%</td><td>\$1,030</td></tr> <tr> <td>9%</td><td>\$1,974</td></tr> <tr> <td>13%</td><td>\$2,831</td></tr> <tr> <td>16%</td><td>\$3,645</td></tr> </table>	Discount	Price	0	\$1,085	5%	\$1,030	9%	\$1,974	13%	\$2,831	16%	\$3,645
Discount	Price												
0	\$1,085												
5%	\$1,030												
9%	\$1,974												
13%	\$2,831												
16%	\$3,645												

- Pricing is valid for 30 days from date on this quote, unless extended in writing by Scantron.
- Pricing does not include sales tax or shipping, if applicable.
- Payment terms are net 30 with a valid purchase order (on approved credit), or pre-paid with a credit card.
- All products will be shipped F.O.B. Origin.
- If Customer requests changes to the scope of the project, Scantron reserves the right to make related changes to price, hardware, software or services, and to adjust deliverable dates.
- Fees for services not scheduled within 9 months of invoice date will be forfeited, unless extended in writing by Scantron.
- In addition to the terms set forth herein, all sales in this quote shall be governed by Scantron Corporation's Terms and Conditions of Sale located at <http://www.scantron.com/legal/termsandconditionsofsale.aspx> ("Terms and Conditions").
- Scantron provides a limited warranty for Scantron products and services as further detailed in the Terms and Conditions. Independent third party products are supplied by Scantron "AS-IS". The third party may have a separate warranty and support terms that apply (e.g., ABBYY's Flexcapture software is subject to an end user license agreement, a copy of which is located at <http://www.scantron.com/legal/flexcaptureterms.aspx>, and Turning Technologies provides a one year warranty and support for its student response systems, details of which are included in its product packaging).
- THE LIMITATIONS OF LIABILITY CONTAINED IN THE TERMS AND CONDITIONS APPLY TO THIS QUOTE AND STATE IN PART THAT SCANTRON SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, AND THAT SCANTRON'S ENTIRE LIABILITY FOR ANY CLAIM ARISING FROM OR RELATED TO THIS QUOTE WILL NOT EXCEED THE LESSER OF (i) THE FEES PAID TO SCANTRON FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM, OR (ii) THE FEES PAID TO SCANTRON FOR THE APPLICABLE ITEM WHICH IS THE BASIS FOR THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CAUSE OF ACTION.
- The terms of any Customer issued purchase order or any other communication which are additional to or inconsistent with this quote are not binding unless expressly agreed to in writing by Scantron.

- Customer's agreement with the terms of this quote shall be indicated by either a signature hereon, or by issuance of a purchase order confirming Customer's intent to purchase the products and/or services included on this quote. Once accepted by Scantron, all sales in this quote are final.

Accepted by:

Customer's Authorized Signature

Date

[Required if value is greater than \$25,000 or if no purchase order is to be issued by the customer]

Company Name

Title of Person Who Signed

Print Name of Person Who Signed



Counted on most.

Software Training Classes

Scantron offers **On-Line** Software Training (Computer-to Computer) and **On-Site** Software Training (at your site or at our site).

Basic computer skills and a working knowledge of the operating system are **REQUIRED** prior to training. Training classes are conducted in English only.

Training is conducted on current versions only.

Training Methods

On-Site:

A minimum of 30 days is required to schedule training. Price includes travel & expenses within the Continental US. Upon your signed Confirmation of Training date(s), we will make the necessary travel arrangements. Travel arrangements are non-refundable.

Expedited Training Schedules (less than 30 days advance notice from receipt of purchase order) are available for an additional fee. Expedite fees: \$500 minimum or adjusted amount from the 21-day advance published airline rate (whichever is greater).

On-Site training is limited to a single software package per day. The number of participants is limited to six (6). Additional sessions can be purchased/scheduled if necessary.

Training sessions can be held at our Corporate Headquarters in Irvine, California. You are responsible for your expenses and the cost of the training class. [Details upon Request]

On-Line:

We **REQUIRE** 2 to 3 weeks advance notice to schedule training. Upon confirmation of the training date, you will be sent all the necessary training materials and instructions on how to setup the computer for on-line training.

Expedited schedules are available for an additional fee.

On-Line Training is conducted **Computer-to-Computer**. A modem or Internet connection is required in order for the trainer to view your local computer during the training. The modem connection utilizes a 30-day trialware of PC-Anywhere and the Internet connection utilizes NetMeeting or WebEx. PC-Anywhere, NetMeeting, and WebEx are available to you at no additional charge. If you are behind a firewall and want to use PC-Anywhere or NetMeeting - Dial-up Networking into your network can be utilized (Contact your IS Department for details). WebEx can be utilized without interface to your firewall. You can test your computer at the following site: <http://scantron.webex.com>.

A voice connection is required during training. A two-way speakerphone is required for two or more people. Long-distance charges that occur during training are not included in the cost of training.

On-Line is limited to a small group, not to exceed 4 people (All participants are at one computer). Multiple on-line sessions or an on-site training class can be purchased if necessary.

SUPPORTING INFORMATION

Scantron Overview

Scantron Corporation is best known for defining the market for the rapid, accurate and reliable capture of student performance data. Scantron continues this trend with innovative software solutions that leverage the company's expertise in world-class forms and scanners.

Web sites: www.scantron.com; www.scantronservicegroup.com; www.harlandts.com; www.harlandclarke.com; www.mandfworldwide.com. Our sister company, Harland Technology Services (formerly Scantron Service Group), is the sole provider of support and maintenance for Scantron scanners, with over 192 service technicians located throughout the United States.

Rich Vesga will work as your partner to assess and recommend the various solution components that will make your project flow more efficiently – saving you both money and time.

- Software
- Scanners
- Consulting
- Custom programming
- Document imaging
- Forms design and printing
- Systems integration
- Training
- Hardware maintenance
- Technical support
- Hardware maintenance
- Technical support

Professional Services Group

Scantron's Professional Services Group (PSG) can be utilized to help deliver customized solutions to clients. These include but are not limited to form design, advanced business logic, and custom data exports. Scantron's highly trained and experienced team has a wealth of industry knowledge, which translates into positive results for our users. For clients who have an in-house technical team, PSG can be used as a consultative resource for the project through a mentoring engagement. Services can be built, tested and delivered remotely or on-site. Once Rich Vesga completes a thorough needs analysis for the project, Scantron's Professional Services Group is ready to help build the required solution.

Software Support

The Annual Support Service includes unlimited technical support for a year. Support is available from 5:30 AM to 4:30 PM Pacific Standard Time Monday through Friday via phone, fax, e-mail and on-line chat. Scantron is dedicated to resolving system challenges in a timely manner.

Technical Support Phone Number: 800-338-5544

Technical Support Fax Number: 949-639-7710

Technical Support email: support@scantron.com

Technical Support via on-line chat: <http://www.gotoassist.com/ph/scantron>

Hardware Support

For installation as well as repair services, our company employees at Harland Technical Services will be happy to assist you. 800-338-5544 – your serial number will be requested when your call is received.

AGENDA ITEM 10. (f)
MEETING DATE April 17, 2013

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

TO: Members of the Governing Board

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

REQUESTED ACTION: APPROVAL

SUMMARY:

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

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

SUPERINTENDENT'S RECOMMENDATION:

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

Diane White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7102

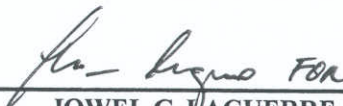
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 29, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE

REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES

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

NEW COURSES

(CP13-53) ENGL 010 Creative Writing III

COURSE MODIFICATIONS

ATHL 001 Women's Intercollegiate Volleyball (Spring) – TOP Code
ATHL 002A Women's Intercollegiate Basketball (Fall) – TOP Code
ATHL 002B Women's Intercollegiate Basketball (Spring) - TOP Code
ATHL 003 Women's Intercollegiate Softball (Spring) – TOP Code
ATHL 004 Women's Intercollegiate Soccer (Fall) – TOP Code
ATHL 010 Men's and Women's Intercollegiate Swimming and Diving (Spring) – TOP Code
ATHL 015 Men's Intercollegiate Baseball (Spring) – TOP Code
ATHL 016A Men's Intercollegiate Basketball (Fall) – TOP Code
ATHL 016B Men's Intercollegiate Basketball (Spring) – TOP Code
(CP13-92) COUN 050 Career-Life Planning – Add DE, Textbooks
(CP13-70) ENGL 002 Thinking and Writing About Literature – Objectives, Content, Assignments, Assessments, Units
(CP13-72) ENGL 006 Creative Writing 1 – Objectives, Assessments, assignments, textbooks
(CP13-73) ENGL 007 Creative Writing II -Remove repeatability, description, objectives, assessment, assignments, content, textbooks
(CP13-75) ENGL 012 Modern Women Writers -Objectives, assessments, assignments, textbooks
(CP13-76) ENGL 014 The Bible as Literature - Prerequisites, assessments, textbooks
(CP13-77) ENGL 016 Masterpieces of Western World Literature – Objectives, textbooks
(CP13-78) ENGL 018 Introduction to Mythology – Prerequisite, textbooks
(CP13-79) ENGL 021 Introduction to Poetry - Objectives, assessments, assignments, textbooks
(CP13-80) ENGL 024 Introduction to the Short Story – Prerequisite, assignments, texts
(CP13-81) ENGL 025 Introduction to Drama as Literature – Objectives
(CP13-82) ENGL 030 Survey of American Literature I – Objectives, textbooks
(CP13-83) ENGL 031 Survey of American Literature II – Objectives, textbooks
(CP13-84) ENGL 035 Chicana/o Literature - Title, prerequisites, description, assessments, assignments, contents, textbooks
(CP13-86) ENGL 040 Survey of English Literature I – Prerequisites, Assessments, Assignments, Textbooks
(CP13-87) ENGL 041 Survey of English Literature II – Prerequisites, Assessments, Assignments, Textbooks
(CP13-88) ENGL 049 English Honors – Remove Repeatability, Objectives, Textbooks
(CP13-89) ENGL 305 Introductory Reading and Writing Skills – Remove Repeatability, Assessments, Textbooks
(CP13-93) FLNG 101 Cross Age Teaching – Units, Pre/Corequisites, Description, Objectives, Assessments, Assignments, Content, Textbooks
(CP13-94) HIST 002 World History to 1500 – Title, Objectives, Content
(CP13-95) HIST 003 World History Since 1500 - Title, Objectives
(CP13-96) HIST 004 History of Western Civilization to 1500 – Description, Objectives, Content
(CP13-97) HIST 005 History of Western Civilization Since 1500 – Objectives, Content
(CP13-98) HIST 010 California History – Advisory, Assessments, Assignments, Textbooks
(CP13-99) HIST 028 African American History to 1877 – Method of Instruction, Description, Objectives, Assessments, Assignments, Content, Textbooks
(CP13-100) HIST 029 African American History Since 1865 – Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-101) HIST 031 Mexican American/Chicano History – Method of Instruction, Description, Objectives, Assessments, Assignments, Content, Textbooks
KINE 005G Off-Season Athletic Conditioning – TOP Code
(CP13-58) KINE 005J Beginning Body Conditioning – Department, Transfer Status, Remove Repeatability, Assessments, Textbook
(CP13-59) KINE 005M Beginning Weight Training – Department, Remove Repeatability, Objectives, Assignments, Content, Textbook
(CP13-60) KINE 005N Intermediate Weight Training – Department, Remove Repeatability, Transfer Status, Prerequisite, Assessments, Assignments, Textbook
(CP13-61) KINE 009B Indoor/Outdoor Soccer – Department, Remove Repeatability, Transfer Status, Assessments, Textbooks
(CP13-62) KINE 009C Intermediate Soccer – Department, Remove Repeatability, Transfer Status, Assessment, Textbook
(CP13-63) KINE 009E Intermediate Basketball – Department, Remove Repeatability, Prerequisite, Assessment, Assignments, Textbook
(CP13-64) KINE 009F Beginning Baseball – Department, Remove Repeatability, Transfer Status, Assessment, Textbook
(CP13-65) KINE 009H Beginning Volleyball – Department, Remove Repeatability, Transfer Status, Description, Objectives, Assessment, Assignments, Content, Textbook
(CP13-66) KINE 009P Intermediate Volleyball – Department, Remove Repeatability, Transfer Status, Description, Objectives, Assessment, Assignments, Content, Textbooks
(CP13-67) KINE 020A Foundations of Physical Education – Department, Assessments, Textbooks
(CP13-68) KINE 020V Introduction to Sports Science – Department, GE Information, Assessments, Textbooks
(CP13-54) SPAN 001 First Semester Spanish – Remove lab, Description, Assessments, Assignments, Content, Textbooks
(CP13-55) SPAN 001S Spanish for Spanish Speakers 1 – Advisories, Prerequisites, Description, Objectives, Assignments, Content, Textbooks
(CP13-56) SPAN 002 Second Semester Spanish – Remove lab, Prerequisite, Description, Assessments, Content, Textbooks
(CP13-57) SPAN 002S Spanish for Spanish Speakers 2 – Prerequisites, Description, Content, Textbooks

Course Deletions

(CP13-90) ENGL 034 African American Novel and Drama in the United States
(CP13-91) ENGL 064 Writing the Research Paper

Program Modifications

Studio Art AA – T
Art History AA – T

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL OF CLINICAL EXPERIENCE AGREEMENT
BETWEEN SOLANO COMMUNITY COLLEGE DISTRICT
AND SUTTER MEDICAL CENTER, SUTTER HEALTH
SACRAMENTO SIERRA REGION

REQUESTED ACTION: APPROVAL

SUMMARY:

A renewal of the clinical experience agreement between Solano Community College District and Sutter Medical Foundation is being presented for review and approval by the Governing Board. The approval of this contract benefits the nursing program at Solano Community College by providing students with additional clinical sites in which to practice.

The CCR for the Board of Registered Nursing, Section 1427, requires "A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities." These agreements must be current, reviewed periodically, and revised, as indicated.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: \$ N/A

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

Maire A. Morinec, Dean
Career Technical Education and Business

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

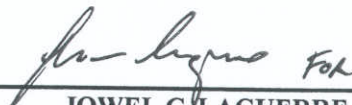
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 29, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 29, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**AGREEMENT FOR FURNISHING CLINICAL AND/OR
NON-CLINICAL EXPERIENCES AND THE USE OF CLINICAL FACILITIES**

This Agreement is between **SUTTER MEDICAL FOUNDATION ("SMF")**, a California nonprofit public benefit corporation, **SUTTER HEALTH SACRAMENTO SIERRA REGION ("SHSSR")**, a California nonprofit public benefit corporation doing business as Sutter Amador Hospital, Sutter Auburn Faith Hospital, Sutter Center for Psychiatry, Sutter Davis Hospital, Sutter Medical Center, Sacramento, Sutter Roseville Medical Center and Sutter Solano Medical Center (SMF and SHSSR are hereafter together referred to as "SUTTER") and **SOLANO COMMUNITY COLLEGE** (hereafter referred to as "COLLEGE") and is effective as of **April 1, 2013**.

RECITALS

- A. SMF owns and operates a multi-specialty clinic exempt from clinic licensure under California Health & Safety Code Section 1206(l), and in conjunction therewith operates various outpatient care centers. SHSSR owns and operates general acute care hospitals and a psychiatric hospital. These facilities – outpatient care centers, hospitals, and psychiatric hospital – are collectively referred to herein as "Facilities". See EXHIBIT A for a list of all Facilities included in this Agreement.
- B. The COLLEGE has various academic programs (hereafter "Program(s)") for its students, and these Program(s) require clinical and/or non-clinical experience at Facilities.
- C. It is to the mutual benefit of the parties to this Agreement that student(s) participating in COLLEGE's Program may use the Facilities for clinical experience.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

- A. Primary Contacts. Both parties shall designate primary contacts ("Primary Contact") respectively, who shall coordinate with each other in the planning, implementation, and coordination of the Program(s) to be provided to the students. There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.
- B. Preliminary Information. Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the students participating under this Agreement, and the period of time for each student's training.
- C. Supervision. COLLEGE shall maintain responsibility for student activities and conduct while at SUTTER, and shall maintain supervision over the Program(s) (including all grading). However, SUTTER shall provide appropriate training, and shall retain all professional and administrative

responsibility for the services rendered pursuant to this Agreement to the extent required to comply with Title 22 of the California Code of Regulations.

- D. Faculty/Clinical Preceptors. COLLEGE shall provide instructor(s) to supervise all instruction and student activities for the Program in Facilities except for any particular course(s) that use clinical preceptors. Facility shall provide qualified staff to supervise any particular course(s) requiring clinical preceptor(s).

2. COLLEGE'S RESPONSIBILITIES

- A. Accreditation. COLLEGE shall maintain appropriate accreditation (by one of the six regional accrediting bodies in the United States and/or by the applicable professional association for each Program), licensing and credentials of its entities and employees, as applicable, and shall, upon SUTTER's request, furnish evidence of such accreditation, licensing and credentials.
- B. Student/Instructor Contact Information. COLLEGE shall complete and send to SUTTER information for each student and instructor enrolled in the Program(s), which shall include the student's/instructor's name, address and telephone number prior to the beginning of the planned clinical experience. SUTTER shall regard this information as confidential. SUTTER may also develop a non-mandatory online registration system, which students may voluntarily use to enter additional information such as email address, job experience, etc.
- C. Schedule of Assignments. COLLEGE shall notify SUTTER of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation, and length and dates of training not less than thirty (30) working days prior to the planned experience.
- D. Educational Objectives: COLLEGE shall provide to SUTTER a copy of the course objective and skills checklist as appropriate for the training and a copy of the appropriate clinical program handbook.
- E. Records. COLLEGE shall maintain all attendance and academic records of the students participating in the Program(s), and personnel records for its instructor(s), in accordance with all legal requirements.
- F. Rules and Regulations. COLLEGE shall enforce rules and regulations governing the student as mutually agreed upon by SOLANO COMMUNITY COLLEGE and SUTTER.
- G. Health Policy. COLLEGE shall provide SUTTER, prior to a student's arrival at the Facility, with proof of immunity consistent with SUTTER employee health policy as detailed at Section C of **Exhibit B**. COLLEGE shall notify SUTTER prior to a student's arrival at the Facility if the student is a known carrier of an infectious or communicable disease. If such information indicates that patients of SUTTER would be placed at risk if treated by a particular student, SUTTER reserves the right to refuse to allow such student to participate in training at SUTTER. Immunity

documentation shall include at a minimum a TB screening, and vaccinations or titers for Mumps, Rubeola, Rubella, Varicella, Tetanus, Diphtheria, and Pertussis (Tdap), Hepatitis B and Influenza. TB screening (two-step process initially, single thereafter) requires that each student has a negative PPD skin test, or, if known to be PPD positive, a negative chest x-ray, and no symptoms of TB. SUTTER is not financially responsible for providing these tests for students. SUTTER has the same requirements for any COLLEGE instructors participating under this Agreement.

H. Student/Instructor Responsibilities. COLLEGE shall notify each student and instructor that he/she is responsible for:

- 1) Following the policies, procedures, rules and regulations of SHSSR and/or SMF as applicable, including the dress code of the Facility and the Facility's Identity Theft Prevention Program.
- 2) Arranging for his/her own transportation and living arrangements when not provided by COLLEGE.
- 3) Arranging for and assuming the cost of his/her own health insurance.
- 4) Assuming responsibility for care for his/her personal illness, necessary immunizations, tuberculin test and initial drug screening.
- 5) Maintaining confidentiality of patient information. No student or instructor shall have access to or have the right to receive any medical record, except when necessary in the regular course of the training. The discussion, transmission or narration in any form by students or instructors of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program(s) is forbidden except as a necessary part of the training. Students and instructors shall use de-identified information only in any discussions with COLLEGE, its employees or agents not participating as on-site instructors, unless the patient has first given express authorization using a form approved by SUTTER that complies with applicable state and federal law, including the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, Subtitle D of the Federal HITECH Act ("HITECH Act," 42 U.S.C. § 17921 et seq.), and the regulations promulgated thereunder (collectively referred to herein as "HIPAA"). To preserve patient confidentiality, students and instructors shall not be permitted to use any cameras or camera cell phones in the Facilities. Any student(s)/instructor(s) participating in the Program(s) under this Agreement must execute a SHSSR Confidentiality Form prior to placement which may be found in **Exhibit D**.
- 6) Wearing photo ID name badges identifying him/herself as a student/instructor of the COLLEGE.
- 7) Attending an orientation to the applicable Facilities, as mutually agreed upon by the Primary Contacts. This orientation must be fully completed prior to student assignment for patient care. In addition, students and instructors must submit to SUTTER proof of completion of SUTTER orientation and training on: environment of care, national patient safety goals, and

HIPAA. Students will complete online orientation training at COLLEGE's/Student's expense, as reasonably requested by SUTTER from time to time.

- 8) Providing services to SUTTER's patients under the direct supervision of an instructor provided by COLLEGE or SUTTER-provided preceptors.
 - 9) Notifying SUTTER management immediately of any perceived or suspected violation of federal or State laws at the Facilities.
- I. Training Capacity. COLLEGE will ensure all students understand they are trainees and will not be compensated in their trainee roles.
 - J. Background Checks. SUTTER requires COLLEGE to provide proof of a lawful background check for each student and instructor before the planned training, in accordance with the provisions set forth at **Exhibit B**. If any information obtained through the background check may indicate that patients of any Facility would be placed at risk by the presence of a particular student and/or instructor, SUTTER reserves the right to refuse to allow such student and/or instructor to participate in the Program(s) at Facility.
 - K. Withdrawal of Students. SUTTER may request COLLEGE to withdraw from the Program(s) any student or instructor whom SUTTER determines is not performing satisfactorily, or who refuses to follow SUTTER's policies, procedures, rules and/or regulations, or violates federal or State laws. SUTTER may also deny participation in the Program(s) to any student in accordance with the provisions of California Labor Code sections 432.7 and 432.8. SUTTER reserves the right to suspend from participation immediately any student or instructor who is determined by SUTTER to pose an imminent danger of harm to patients or others, and to immediately dismiss from the Facility any such student or instructor. In addition, COLLEGE shall comply with any Facility's request to suspend a student or instructor from participation within twelve (12) hours of the request, unless the Facility agrees to a longer period of time.

3. SUTTER'S RESPONSIBILITIES

- A. Access to Facilities. SHSSR shall permit instructors and only the mutually agreed upon number of students enrolled in the Program(s) access to the Facilities as appropriate and necessary for the Program(s), provided that the instructor(s) or student(s) shall not interfere with the activities of SUTTER. Facilities include space for conferences, as available, and access to SUTTER's Medical Resource Library during normal Library hours.
- B. Accreditation. SHSSR shall maintain the Facilities used for the experience in such a manner that the Facilities shall conform to the requirements of the appropriate accreditation agency overseeing the Program(s). Upon request, SHSSR shall permit the appropriate accreditation agency to make site visits to the Facility to verify the instructional and clinical/non-clinical experience of the COLLEGE's students.

- C. Emergency Health Care/First Aid. SHSSR or SMF (as applicable) shall, on any day when student/instructor is receiving training at its Facilities, provide to student/instructor necessary emergency health care or first aid for accidents or conditions arising out of or in the course of said student's or instructor's participation in the Program at Facility. Except as provided regarding such emergencies, SUTTER shall have no obligation to furnish medical or surgical care to any student or instructor. Students and instructors will be financially responsible for all such care rendered in the same manner as any other patient.
- D. Training Capacity. If students are participating in clinical training, students shall perform in a training capacity only and shall not be utilized to treat patients in lieu of trained professionals employed by SUTTER. Students shall perform services for patients only when under the supervision of a qualified professional. Facility and COLLEGE shall coordinate all appropriate supervision.

4. NON-DISCRIMINATION

The parties agree that student(s) participating in the Program at any Facility pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, age, gender, sexual orientation, veteran status, medical condition (cancer related or genetic characteristic) as defined in section 12926 of the California Government Code, citizenship, or any other protected status.

5. STATUS OF STUDENTS AND INSTRUCTORS

It is expressly agreed and understood by COLLEGE and SUTTER that students and instructors under this Program(s) are in attendance for educational purposes, and such students and instructors are not considered employees of SHSSR or SMF for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

6. INDEMNIFICATION

- A. COLLEGE shall defend, indemnify and hold harmless SUTTER and its affiliates, parents and subsidiaries, and any of their respective directors, trustees, officers, agents, employees and volunteers from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the COLLEGE, its officers, employees, agents, instructors or students.
- B. SUTTER shall defend, indemnify and hold harmless COLLEGE, its officers, employees, agents and trainees from any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury

or damages are caused by or result from the negligent or intentional acts or omissions of SUTTER, its officers, employees, or agents.

7. INSURANCE

- A. COLLEGE shall procure and maintain during the term of this Agreement, at its sole cost and expense, commercial general liability insurance from an insurance company acceptable to SUTTER in an amount per student and instructor of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- B. COLLEGE shall procure and maintain during the term of this Agreement, at its sole cost and expense, professional liability insurance from an insurance company acceptable to SUTTER in an amount per student and instructor of not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate.
- C. If any of the above-referenced insurance is made on a "claims-made" basis, and such coverage is later terminated or converted to an "occurrence" coverage (or vice versa), COLLEGE shall also acquire "prior acts" or "tail" coverage in the above amounts, covering all periods that this Agreement is or has been in effect, and for a period of three (3) years following termination of this Agreement.
- D. The COLLEGE shall also maintain and provide evidence of workers' compensation coverage as required by law. In the event COLLEGE does not carry workers' compensation insurance on the students, COLLEGE shall maintain and provide evidence of student accident insurance on each student with benefits that are no less than \$10,000.
- E. COLLEGE shall provide SUTTER with proof of insurance evidencing the insurance coverage required under this section. The COLLEGE shall also notify SUTTER within ten (10) days of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect until March 31, 2016.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.

- 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
- 2) Without Cause. This Agreement may be terminated without cause with thirty (30) days prior written notice by either party to the other party. Such termination shall not take effect, however, with regard to students already enrolled until those students have completed their training for the COLLEGE semester during which such termination notice is given, unless such completion would cause an undue financial hardship on SUTTER or the unit in which student is assigned ceases to operate.

9. CONFIDENTIALITY

- A. General Confidentiality. This Section 9 is in addition to Section 2.H.5 of this Agreement. All parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. All patient records, reports and information obtained, generated or encountered relating to the training shall at all times be and remain the property of SUTTER.
- B. Confidentiality Training. COLLEGE shall warrant to SUTTER that each student and instructor has received appropriate training in the student's/instructor's duty to maintain the confidentiality of patient and SUTTER proprietary information at all times, and to comply with all federal and California laws relating to the privacy of individually identifiable health information. Such laws include, without limitation, HIPAA, the California Confidentiality of Medical Information Act, and the Federal Trade Commission's Red Flag Rules on Identity Theft Prevention. SUTTER reserves the right to provide appropriate confidentiality training to the students and instructors, and to designate the students and instructors as members of SUTTER's workforce, as defined by HIPAA.
- C. Patient Authorization. No SUTTER patient information may be disclosed to or shared with COLLEGE (or COLLEGE's employees or agents not participating as on-site instructors) during the course of the Program(s) unless SUTTER has received express written patient authorization. SUTTER shall reasonably assist COLLEGE in obtaining such authorization in appropriate circumstances. In the absence of such authorization, students and instructors shall use only de-identified information (as defined by HIPAA) in any discussion with COLLEGE (or COLLEGE's employees or agents not participating as on-site instructors).

10. GENERAL PROVISIONS

- A. Entire Agreement/Amendment. This Agreement constitutes the entire understanding and agreement between the parties as to those matters contained in it, and supersedes any and all prior or contemporaneous agreements, representations and understandings of the parties regarding COLLEGE's Program(s) and use of the Facilities. This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, and signed by the parties.

- B. Assignment; Binding on Successors. Neither party shall voluntarily nor by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns, except as otherwise provided in this Agreement.
- C. Dispute Resolution. If the parties cannot resolve a dispute between them relating to this Agreement after using good faith efforts to resolve the dispute informally, the parties shall submit the dispute to binding arbitration in accordance with the then prevailing Commercial Arbitration Rules of JAMS or such other organization as the parties mutually agree. The parties shall bear the arbitrator's fees and expenses equally. The arbitration shall take place in Sacramento County. Judgment upon the award may be entered and enforced in the appropriate state or federal court sitting in Sacramento County.
- D. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees in accordance with California Civil Code §1717, in addition to such other relief as the court or arbitrator may deem appropriate.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.
- G. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

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- H. Notices. All written notices to be given in connection with this Agreement shall be sufficient if sent by (a) facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), (b) certified or registered mail, postage prepaid, or (c) national overnight delivery service addressed to the party entitled to receive such notice at the address specified by such party below:

**SUTTER HEALTH SACRAMENTO SIERRA REGION,
a California nonprofit public benefit corporation**

Anette Smith-Dohring
Manager, Workforce Development
2700 Gateway Oaks Drive, Suite 1100
Sacramento, CA 95833
Phone: 916.924.7644
Fax: 916.924.7650
Email: smitha2@sutterhealth.org.

SOLANO COMMUNITY COLLEGE

Maire Morinec
Dean, School of Career Tech &
Business
Solano Community College
4000 Suisun Valley Road
Fairfield, CA 94534
Phone: (707) 864-7000 ext 7155
Email: maire.morinec@solano.edu

or ACUTE CARE

Kathryn Jelten
Director, Educational Services
5151 F Street, Sacramento, CA 95816
Phone: 916.733.0936
Fax: 916.733.1882
Email: jeltenk@sutterhealth.org

With a copy to:

SOLANO COMMUNITY COLLEGE
General Counsel

or AMBULATORY

Geri Cribbs
Clinical Educator
1201 Alhambra Boulevard, Suite 10
Sacramento, CA 95816
Phone: 916.731.7826
Fax: 916.503.7101
Email: cribbsg@sutterhealth.org

With a copy to:

Sutter Health
Office of the General Counsel
2200 River Plaza Drive, Sacramento, CA 95833
Attn: Penny G. Westfall, Esq.
VP & Regional Counsel

- I. Severability. In the event any portion of this Agreement is declared invalid or void by a court or arbitrator, such portion shall be severed from this Agreement, and the remaining provisions shall remain in effect, unless the effect of such severance would be to alter substantially the agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.
- J. Waiver of Provisions. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties to this Agreement. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- K. Recitals and Exhibits. Any recital and/or exhibit attached hereto is hereby incorporated into this Agreement by this reference.
- L. Compliance with Law and Regulatory Agencies. SUTTER and COLLEGE shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the Facilities; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from SUTTER. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. COLLEGE shall also comply, and shall ensure its student(s) and instructor(s) comply with all applicable standards and recommendations of The Joint Commission; bylaws, rules and regulations, and policies and procedures of SHSSR and SMF, SHSSR's Medical Staff and Medical Staff departments; and the laws, regulations, and rules regarding services provided to patients covered by Medicare and/or Medi-Cal.
- M. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.
- N. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

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Signature page to follow

11. EXECUTION

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

SHSSR

**Sutter Medical Foundation and
Sutter Health Sacramento Sierra Region,**
a California nonprofit public benefit corporation,
d.b.a. Sutter Amador Hospital, Sutter Auburn
Hospital, Sutter Center for Psychiatry, Sutter
Davis Hospital, Sutter Medical Center,
Sacramento, Sutter Roseville Medical Center
and Sutter Solano Medical Center

SOLANO COMMUNITY COLLEGE

By: _____
Jeffrey Szczesny
Vice President, Human Resources

Date: _____

By: _____
Jowel Laguerre, PhD
President/Superintendent

Date: _____

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Exhibit A

The following SHSSR hospital facilities are included in this agreement:

Hospitals	Address	City, State	Zip Code
Sutter Amador Hospital	200 Mission Boulevard	Jackson, CA	95642
Sutter Auburn Faith Hospital	11815 Education Street	Auburn, CA	95602
Sutter Center for Psychiatry	7700 Folsom Boulevard	Sacramento, CA	95826
Sutter Davis Hospital	2000 Sutter Place	Davis, CA	95617
Sutter Medical Center, Sacramento			
Sutter General Hospital	2801 L Street	Sacramento, CA	95816
Sutter Memorial Hospital	5151 F Street	Sacramento, CA	95819
Sutter Roseville Hospital	One Medical Plaza	Roseville, CA	95661
Sutter Solano Medical Center	300 Hospital Drive	Vallejo, CA	94589

The following SMF ambulatory facilities are included in this agreement:

County	Address	City, State	Zip Code
Amador	100 Mission Boulevard	Jackson, CA	95642
	255-C New York Ranch Road	Jackson, CA	95642
	24685 Hwy 88	Pioneer, CA	95666
	9279 Locust Street	Plymouth, CA	95669
Placer	3123 Professional Drive	Auburn, CA	95603
	3133 Professional Drive	Auburn, CA	95603
	3288 Bell Road	Auburn, CA	95603
	404 Auburn-Folsom Road	Auburn, CA	95603
	11795 Education Street	Auburn, CA	95602
	10058 Wolf Road	Grass Valley, CA	95949
	13300 New Airport Road	Auburn, CA	95602
	685 Twelve Bridges Drive	Lincoln, CA	95648
	1160 Sunset Boulevard	Rocklin, CA	95765
	Three Medical Plaza	Roseville, CA	95677
	3100 Douglas Boulevard	Roseville, CA	95661
	568 North Sunrise Avenue	Roseville, CA	95661
	8170 Laguna Boulevard	Elk Grove, CA	95758
	2575 East Bidwell Street	Folsom, CA	95630
Sacramento			

County	Address	City, State	Zip Code
Solano	11121 Sun Center Drive	Rancho Cordova, CA	95670
	5765 Greenback Lane	Sacramento, CA	95841
	1014 N. Market Boulevard	Sacramento, CA	95834
	2210 Del Paso Road	Sacramento, CA	95834
	7420 Greenhaven Drive	Sacramento, CA	95831
	5301 F Street	Sacramento, CA	95819
	1020 - 29th Street	Sacramento, CA	95816
	1201 Alhambra Boulevard	Sacramento, CA	95816
	2800 L Street	Sacramento, CA	95816
	2801 K Street	Sacramento, CA	95816
	2450 Martin Road	Fairfield, CA	94533
	2700 Low Court	Fairfield, CA	94534
	690 Main Street	Rio Vista, CA	94571
	770 Mason Street	Vacaville, CA	95688
	100 Hospital Drive, 2nd Floor	Vallejo, CA	94589
Sutter	400, 440, 444 Plumas Boulevard	Yuba City, CA	95991
	455 Plumas Boulevard	Yuba City, CA	95991
	460, 470 & 480 Plumas Boulevard	Yuba City, CA	95991
	1590 Poole Avenue	Yuba City, CA	95993
	969 Plumas Street	Yuba City, CA	95991
	550 B Street	Yuba City, CA	95991
	350 Del Norte Ave.	Yuba City, CA	95991
	16911 Willow Glen Road	Brownsville, CA	95919
	1801 Hanover Drive	Davis, CA	95616
	1340 Lake Boulevard	Davis, CA	95616
Yolo	1970 Lake Boulevard	Davis, CA	95616
	2000 Sutter Place	Davis, CA	95616
	2020 Sutter Place	Davis, CA	95616
	2030 Sutter Place	Davis, CA	95616
	2068 John Jones Road	Davis, CA	95616
	635 Anderson Road	Davis, CA	95616
	125 North Lincoln	Dixon, CA	95620
	111 East Grant	Winters, CA	95694
	475 Pioneer Avenue	Woodland, CA	95776

Exhibit B

BACKGROUND CHECKS AND HEALTH SCREENING PROCESS

Proof of the health screen and an attestation of the satisfactory completion of the background checks shall be provided to the SHSSR Workforce Development Manager, electronically or via facsimile, no less than **thirty (30) days** prior to student placement.

A. Background Checks Requirements

COLLEGE shall provide proof of a lawful background check for each student and instructor by attestation as demonstrated in EXHIBIT C. The background check shall be conducted **no more than ninety (90) days** prior to clinical experience commencement and reported to SUTTER **at least thirty (30) days** prior to the start of the planned clinical experience. As long as a student remains continuously enrolled in the academic program, the background check for such student is only required upon program initiation. SUTTER is not financially responsible for the background check. The background check shall include at a minimum: a controlled substance screen in accordance with SUTTER policy; a social security number trace (used to identify additional names and or locations of residence); a county criminal background search in each county where the student/instructor has resided in the seven (7) years prior to the clinical experience; a national registry search of violent sexual offenders and predators; and a sanction search of the Department of Health and Human Services, Office of Inspector General and General Services Administration, and the California Department of Health Care Services, for listing as debarred, excluded or otherwise ineligible for federal or state program participation (<http://oig.hhs.gov/fraud/exclusions.html>; <https://www.epis.gov/>; <http://www.medical.ca.gov/references.asp>). All searches outlined above shall include a search of any additional names utilized by the student (ex: other first or last names).

SUTTER reserves the right to request actual background check documents for each student and instructor. COLLEGE must provide requested documentation within two (2) hours of the request for current students. For past students, the COLLEGE must provide requested documentation within ten (10) business days. COLLEGE shall retain the student records a minimum of five years.

B. Background Check Vendor

COLLEGE may use a background screening company of their choosing but said company must adhere to standards established by the National Association of Professional Background Screeners. SUTTER recommends the following preferred vendor:

Corporate Screening: www.CorporateScreening.com / www.VerifyStudents.com

C. For students currently employed by Sutter Health Sacramento Sierra Region

SUTTER employees who are also students are not considered employees of SUTTER while acting in their roles as students, per Section 5 (Status of Students and Instructors) of the Agreement. The following requirements apply to such employees in their student roles:

- Student ID name badges must be worn in place of employee badges
- HIPAA and confidentiality forms will be signed

- Drug screens and background checks may be waived if the following conditions are met:
 - Employee is in active status with no outstanding disciplinary actions
- Current Employee Health clearance may be used to demonstrate meeting the requirement.
- Workers compensation is not offered for employees functioning in a student role.
- Students will not perform employment duties while functioning as a student; employees will not perform student duties while functioning as an employee.

D. Health Screening Process. The following health screening requirements apply to both students and instructors of COLLEGE:

Demonstrate the absence of tuberculosis (Annually)

- Initial two-step process; single thereafter
- Individual with a documented PPD response must undergo a chest x-ray
- The local medical examiner may accept a document negative chest x-ray received within the past 12 months with a current negative symptomatology survey or as required by the authorized Public Health Agency

Demonstrate immunity to (serological testing or proof of adequate vaccination or current immunization):

- | | |
|--------------------|---|
| • Rubella | • Diphtheria, Tetanus, and Pertussis (Tdap) |
| • Rubeola | • Hepatitis B status screening (can be declined) |
| • Mumps | • Influenza (proof of shot or declination required between October and April) |
| • Varicella zoster | |

Demonstrate the absence of controlled substances:

- | | |
|----------------|-------------------|
| • Cocaine | • Opiates |
| • Barbiturates | • Benzodiazepines |
| • Amphetamines | • Phencyclidine |
| • Cannabinoids | |

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EXHIBIT C

Sample Letter of Attestation

VIA FACSIMILE TO: 916.924.7650 or

VIA EMAIL TO: EducationContracts@sutterhealth.org

Date

Anette Smith-Dohring
Manager, Workforce Development
Sutter Health Sacramento Sierra Region
2700 Gateway Oaks Drive, Suite 1100
Sacramento, CA 95833

Dear Ms. Smith-Dohring:

Please accept this letter as **COLLEGE's** attestation that the students scheduled to begin a clinical/non-clinical experience with **SUTTER MEDICAL FOUNDATION ("SMF")**, a California nonprofit public benefit corporation, **SUTTER HEALTH SACRAMENTO SIERRA REGION ("SHSSR")**, a California nonprofit public benefit corporation doing business as Sutter Amador Hospital, Sutter Auburn Faith Hospital, Sutter Center for Psychiatry, Sutter Davis Hospital, Sutter Medical Center, Sacramento, Sutter Roseville Medical Center and Sutter Solano Medical Center (SMF and SHSSR are hereafter together referred to as "SUTTER") on **DATE** have successfully completed the background, drug, health screening and orientation requirements as outlined in the "Agreement for Furnishing Clinical Experiences and the Use of Clinical Facilities."

Please note that SUTTER will be contacted under separate cover regarding any students that do not meet the background, drug and/or health screening requirements as outlined in the aforementioned agreement. COLLEGE agrees to provide proof of documentation for the aforementioned screens within two (2) hours of a request from SUTTER.

Sincerely,

Program Director
COLLEGE Information

Exhibit D

STUDENT CONFIDENTIALITY STATEMENT

As part of my affiliation with Sutter Health, I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Sutter Health policies and procedures. This information includes but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure, all confidential information regardless of the type of media on which it is stored (e.g. paper, micro-fiche, voice tape, computer system). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner, which is inconsistent with applicable law or the policies and procedures of Sutter Health.
- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.
- All information obtained from Sutter Health systems remains the property of Sutter Health regardless of physical location or method of storage unless otherwise specified by Sutter Health in writing.
- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Sutter Health Compliance Department.
- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Sutter Health systems is subject to monitoring and review as deemed appropriate by Sutter Health
- My confidentiality obligation continues indefinitely, including after my association with Sutter Health has ended.



Sutter Health
Sacramento Sierra
Region
We Plus You

Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information I have access to, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges, and/or legal action.

My signature below acknowledges that I agree to abide by the terms of this agreement.

Printed Name: _____ Date: _____

Signature: _____

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

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

REQUESTED ACTION: APPROVAL

SUMMARY:

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

The District will provide training and assessment for certification of Soldering Leadwires Techniques (SLT) for up to 11 Goodrich employees. The District will coordinate and deliver the assessment and training and award certification to each employee who successfully completes the SLT assessment. Training will take place after April 17, 2013, exact dates and times to be determined by Goodrich Corporation. Training will be delivered on-site at the Goodrich Corporation.

Goodrich Corporation will compensate the District \$2,300.00 for all educational services rendered. The cost is inclusive for all assessment and instruction.

A copy of the Agreement is available in the Office of the Superintendent-President, the Office of the Vice President of Finance and Administration, and in the Office of Workforce Training and Grants. Approval is requested at this time.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$ 2,300 revenue
CEO 2012-13 Goals: #5

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Deborah Mann, Director
Workforce Training and Grants Management

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7195

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 29, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT AGREEMENT FOR EDUCATIONAL SERVICES

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

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- A. The District will provide training and assessment for certification of Soldering Leadwires Techniques (SLT) for up to 11 employees.
- B. The District will coordinate and deliver the assessment and training and award certification to each employee who successfully completes the SLT assessment. The assessment and training will take place after April 17, 2013, exact dates and times to be determined by Goodrich. Training will be held at the Goodrich Corporation facility, on the manufacturing floor. Additional certification activities can be scheduled as needed with an addendum to this contract.
- C. The Goodrich Corporation will identify all employees to be assessed, and will provide all testing materials.
- D. The Goodrich Corporation will compensate the District for all services rendered and expenses at a rate of two thousand three hundred dollars and no cents (\$2,300.00).
- E. Payments by the Goodrich Corporation to the District will be due upon receipt of invoice.
- F. **IT IS MUTUALLY UNDERSTOOD** that the Organization and the District shall secure and maintain in full force and effect during the full term of this Agreement, liability insurance in the amounts and written by carriers satisfactory to the Organization and the District respectively.
- G. The District will indemnify, and hold harmless, in any actions of law or equity, the Organization, its officers, employees, agents and elective and appointive boards from all claims, losses, damage, including property damages, personal injury, including death, and liability of every kind, nature and description, directly or indirectly arising from the operations of the District under this Agreement or of any persons directly or indirectly employed by, or acting as agent for the District, but not including sole negligence or willful misconduct of the Organization. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of the services rendered pursuant to this Agreement, as well as during the process of rendering such services. Acceptance of insurance certificates required under this Agreement does not relieve the District from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, by reason of any of the District's operations under this Agreement regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

Holly Perry
Buyer, Interiors-Propulsion Systems
Goodrich Corporation
Fairfield, CA

Date _____

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

Date _____

AGENDA ITEM 12.(a)
MEETING DATE April 17, 2013

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

TO: Members of the Governing Board

**SUBJECT: BALLOT FOR CALIFORNIA COMMUNITY COLLEGE
TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION -
2013**

REQUESTED ACTION: APPROVAL OF SUBCOMMITTEE RECOMMENDATIONS

SUMMARY:

A Board Adhoc Subcommittee of the Governing Board for CCCT, consisting of Chair Honeychurch and Board President Chapman, will advance recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. Each member Community College District Board of the League shall have one vote for each of the seven vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes statewide will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT Board of Directors will vote to break the tie. A copy of the official ballot is provided as Attachment #1. This ballot must be postmarked by April 25, 2013.

The Adhoc Subcommittee recommendations are attached. Approval is requested at this time.

Government Code: Board Policy: CCCT Governing Board Policies Estimated Fiscal Impact: N/A

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

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

PRESENTER'S NAME

400 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 29, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 29, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

NOMINATED CANDIDATES

WRITE-IN CANDIDATES

-40-

AGENDA ITEM 12.(b)
MEETING DATE April 17, 2013

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

TO: Members of the Governing Board

**SUBJECT: RESOLUTION DESIGNATING CLASSIFIED SCHOOL
EMPLOYEE WEEK AT SOLANO COMMUNITY
COLLEGE DISTRICT, RESOLUTION NO. 12/13-24**

REQUESTED ACTION: APPROVAL

SUMMARY:

In recognition of the valuable contributions made by members of the classified service to the educational achievements of Solano Community College District, the Governing Board hereby designates May 19-25, 2013, as Classified Employee Week.

Government Code: *Board Policy:* *Estimated Fiscal Impact: \$ 0*

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

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

TELEPHONE NUMBER

Administration

ORGANIZATION

March 29, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**



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

March 29, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT

GOVERNING BOARD

RESOLUTION DESIGNATING CLASSIFIED SCHOOL EMPLOYEE WEEK

RESOLUTION NO. 12/13-24

WHEREAS, Classified professionals provide valuable services to the institution and students of the Solano Community College District;

WHEREAS, Classified professionals contribute to the establishment and promotion of a positive instructional environment;

WHEREAS, Classified professionals serve a vital role in providing for the welfare and safety of Solano Community College District's students;

WHEREAS, Classified employees of Solano Community College District consistently demonstrate their commitment to high standards and principles of shared governance, higher education, employment, health, safety, and community outreach; and

WHEREAS, Classified professionals employed by the Solano Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, That the Solano Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Solano Community College District and declares the week of May 19-25, 2013, as Classified School Employee Week in the Solano Community College District.

PASSED AND ADOPTED, This 17th day of April 2013, by the Governing Board of Solano Community College District of Solano County, California.

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

JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PUBLIC HEARING ON OPERATING
ENGINEERS/STATIONARY ENGINEERS, LOCAL 39
PROPOSAL TO SOLANO COMMUNITY COLLEGE
DISTRICT FOR THE 2010-2014 COLLECTIVE
BARGAINING AGREEMENT

REQUESTED ACTION: HOLD PUBLIC HEARING

SUMMARY:

At the Board meeting on March 20, 2013, the Governing Board accepted Operating Engineers/Stationary Engineers, Local 39 initial proposal for the purpose of public notice ("sunshining") Article 14 Pay and Allowances: Article 15 Health and Welfare Benefits; Appendix A, Classified Salary Schedule/Operating Engineers Classification: Appendix B, Fringe Benefit Plans. As is required under the Educational Employment Rights Act. "(EERA)" prior to collective bargaining for the Operating/Stationary Engineers, Local 39 2010-2014 collective bargaining agreement. In accordance with Government Code Section 3547, public comment on such proposal shall be received and a public hearing be held. The hearing will provide members of the public with an opportunity to express their views regarding the proposal.

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

Government Code: 3547 Board Policy: 2010 Estimated Fiscal Impact: Unknown

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Charo Albarrán, Interim Director
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534-3197

ADDRESS

707-864-7122

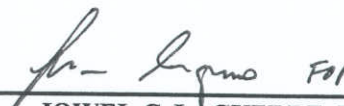
TELEPHONE NUMBER

Operating Engineers/Stationary Engineers, Local 39

ORGANIZATION

March 29, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT


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

March 29, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

AGENDA ITEM 12.(d)
MEETING DATE April 17, 2013

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

TO: Members of the Governing Board
**SUBJECT: AGREEMENT WITH ROY V. STUTZMAN
FOR CONSULTING SERVICES**

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to enter into agreement with Roy V. Stutzman for consulting services advising in the areas of facilities planning and long-term funding for facilities development and modernization.

The agreement term is April 18, 2013 through June 30, 2013 with fees not to exceed \$28,000.

Staff will be present to answer questions.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$28,000 Measure Q Funds

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534


ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 29, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CONSULTING AGREEMENT

Between
R.V. Stutzman Consulting
and
Solano Community College District

1. AGREEMENT: This Agreement is made and entered into as of April 18, 2013, by and between R.V. Stutzman Consulting (hereinafter "Consultant") and the Solano Community College District (hereinafter "District") to utilize the professional and technical expertise and services of Roy V. Stutzman to perform certain professional tasks and responsibilities for the Solano Community College District at the request of District subject to the limitations stated herein.
2. QUALIFICATIONS: The Consultant is specially qualified for and shall render services to the District to include but not be limited to providing assistance, direction and expertise and advice in the area of Facilities Planning and long-term funding for facilities development and modernization.
3. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT: It is understood that the Consultant is an independent contractor and not an employee of the District.
4. PAYMENT: In consideration of this Agreement, District shall pay Consultant for services rendered at the following hourly rates:

Consultant	\$140
Associate	\$ 55

- District shall not pay Consultant more than \$28,000 without further written authorization. District shall reimburse consultant for mileage for District-directed travel at the rate established by the District. When District requests in writing that the Consultant attend an educational/professional conference, District shall reimburse the Consultant for necessary transportation, meals, lodging, and registration fees for such conference in accordance with District Policy and Regulation. Consultant shall invoice District monthly and such invoice shall itemize the consulting fee and such travel as may be applicable. District will reimburse Consultant for services provided within thirty (30) days of receipt of Consultant's invoice.
6. TERM OF AGREEMENT: The term of this Agreement shall be April 18, 2013 to June 30, 2013. The parties may agree in writing to extend the period beyond the aforementioned termination date and this Agreement may be terminated sooner by written notice given by either party to the other (10) working days in advance of termination. In the event of early termination, Consultant shall be paid for the actual services performed as of the date of termination.

7. DESCRIPTION OF SERVICES: Consultant shall advise the Superintendent-President, Vice President, Finance and Administration, other District/College management, faculty, and staff in matters relating to professional administration, operation, and functioning of District/college in the areas of Facilities planning and long-term funding for facilities development and modernization. Professional services to be performed are more specifically outlined in Exhibit "A" attached hereto.
8. LIMITATION OF CONSULTANTS POWERS: Consultant shall perform such services consistent with those defined in accordance with the limitations herein. Consultant may discharge such duties associated with the responsibilities vested in Consultant by District only which are consistent with Consultant's status of an Independent Contractor. Any and all duties and responsibilities delegated to Consultant shall be consistent with and conform to the requirements of law. The Superintendent-President or designee, will discharge those duties and exercise powers of District, and in that capacity the Superintendent-President or designee, shall coordinate efforts to ensure the orderly and consistent administration/performance of the areas of responsibility. District assumes the responsibility to ensure that a lawful independent contractor relationship is maintained.
9. RESTRICTIONS: The services of Consultant do not include evaluation, hiring, dismissal, or supervision of District personnel. Consultant shall not be involved in any employee grievance processes, shall not sign any District documents.
10. INDEMNIFICATION: District agrees to defend, indemnify and hold harmless the Consultant from and against all claims, damages, losses and expenses, including but not limited to attorney fees arising out of or resulting from negligence or willful misconduct of District.
11. CLAIMS: If a dispute arises out of or relates to this Agreement or the breach hereof and if the dispute cannot be settled by negotiations, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties will split the costs of mediation equally. If either party determines that mediation has been unsuccessful, the dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any courts having jurisdiction thereof. The arbitration shall be held in Solano County, California, unless the parties mutually agree in writing to a different location. The case shall be heard and decided by a single arbitrator, who shall render a reasoned award setting forth the legal, contractual and technical basis thereof.
12. NOTICES: Any notices required by this Agreement or arising hereunder shall be in writing and shall be served personally on Consultant or on an officer or managing employee of District, or sent by certified mail, return receipt request, to the following addresses, or such other addresses as the respective parties may hereafter designate in writing:

To Consultant:

Roy V. Stutzman
836B-Southampton Rd. #163
Benicia, CA 94510

To District:

Yulian Ligioso
Vice President, Finance and Administration
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notices sent by certified mail shall be considered served three days after they are postmarked.

WARRANTY OF AUTHORITY: Each party to this Agreement warrants that person signing this Agreement on its behalf is fully authorized to do so and to bind the party thereby.

R.V. Stutzman Consulting

By: _____

Date: _____

Roy V. Stutzman
836 B-Southampton Rd. #163
Benicia, CA 94510
Phone (707) 529-0440
Fax (707) 747-5087
e-mail: roystutzman@aol.com

Solano Community College District

By: _____

Title: _____

Date: _____

EXHIBIT A
SOLANO COMMUNITY COLLEGE DISTRICT
SCOPE OF WORK

Consultant's Scope of Work includes the following tasks as needed:

Background Information

On November 6, 2012, Solano County and Yolo County service area voters passed Measure Q, a \$348M bond measure to support Solano Community College District modernization, infrastructure and new facilities development. The District's goal is to lay the groundwork for a successful, efficient facilities development program. The District has identified the following tasks as important to the Program Management planning phase. Consultant will:

1. Assist District with recruitment and selection of Executive Bond Manager.
2. Assist District with the development of an organizational structure for planning and executing the bond program
3. Should the District determine that it is its best interest to negotiate a Project Labor Agreement, consultant will provide assistance with review of provisions proposed in such an agreement and provide assistance and support to legal counsel in at the table" negotiations.
4. As directed by the District, prepare qualifications and coordinate the selection process to facilitate District's engaging the services of various on-call consultants for Measure Q.

Cut from original:

First part of 1:

Prepare Job Specifications for District Director, Facilities Development, Bond Program.

Review the current Program Management Plan (PMP) developed for the earlier Measure G Program and provide recommendations. The Program Management Plan is the “game plan” for all the players in a capital building program. It informs all participants of their roles-what is expected of them and how that relates to the roles of the other participants. The PMP should contain:

- Guidelines for Program and Project Management and General Administration,
- Design/Pre-construction policies and Procedures
- Construction policies and procedures.

Assist District as requested in Programming Phase of Facilities Master Plan Priority projects.

Provide oversight at District request and assist District in executing remaining Measure G projects, to include evaluation of alternative project delivery methods.

AGENDA ITEM 12.(e)
MEETING DATE April 17, 2013

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

TO: Members of the Governing Board
SUBJECT: AGREEMENT WITH TOTAL COMPENSATION
SYSTEMS, INC.

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to enter into agreement 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 March 2011.

Staff will be present to answer questions

Government Code: N/A

Board Policy: 3225

Estimated Fiscal Impact: \$7,500

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL
☐ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso
Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7209


TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

March 29, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 18th day of April, 2013 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Solano Community College District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until September 30, 2013, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"

TOTAL COMPENSATION SYSTEMS, INC.

Signed: _____

By: Geoffrey L. Kischuk

Title: President

Date: _____

"CUSTOMER"

SOLANO COMMUNITY COLLEGE DISTRICT

Signed: _____

By: _____

Title: _____

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

A consulting report including all actuarial information necessary for Customer to comply with the requirements of current and future GASB accounting standards related to retiree health benefits. Study results will be separated between four employee classifications. Consultant will provide as many copies of the final report as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report a total of \$5,900. One-half, or \$2,950 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$2,950 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,600 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.

AGENDA ITEM 12. (f)
MEETING DATE April 17, 2013

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

TO: **Members of the Governing Board**
SUBJECT: **CHANGE ORDER NO. 01 TO SUNPOWER
CORPORATION SOLAR PROJECT**

REQUESTED ACTION: **APPROVAL**

SUMMARY:

Board approval is requested for Change Order No. 01 to the SunPower Corporation base contract for the solar project. The revised contract amount is as follows:

Contract Award Amount	\$	11,700,000
Prior Change Orders	\$	0
Change Order No. 01	\$	\$393,401
Total Change Orders	\$	0
Revised Contract Amount	\$	\$12,093,401

Staff will be present to answer any questions.

Government Code: N/A *Board Policy: N/A* *Estimated Fiscal Impact: \$393,401*

SUPERINTENDENT'S RECOMMENDATION:

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

Yulian Ligioso, Vice President
Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7209

TELEPHONE NUMBER

Administration
ORGANIZATION

March 29, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

Sunpower Corp. -Solar Project

COR	Description	Negotiated Amount	Reason	CO
1	<p>Per, Exhibit A-1.1 in our contract with SCCD stipulates 13' foot deep x 36" concrete pier foundations. In order to obtain a structurally sound carport structure we are bound by the requirements of Structural Engineer, DSA and the Geotechnical Reports provided by Ninyo & Moore. We are also being required by CGS to perform additional soils analysis due to the liquefaction, which is considered an unforeseen condition.</p> <p>As a result of the Geotechnical Reports, we found that the soils at both parking lots on the Fairfield Campus contain Liquefaction. Based on these findings, we will need to re-design the pier foundations and adhere to the agency requirements mentioned above. As previously agreed upon by the SCC District, we will be installing 10X10X 1'-6" spread footings at 157 locations. Because we will be providing a spread footing other than drilled pier foundation provided in our pre-approve PC drawings, we will need to submit the new foundation design to DSA for review which will require a normal bid time of approximately three months.</p> <p>Per the request of SCCD, we have reconfigured the location of the carport arrays as originally shown in our executed statement of work found on Exhibit A-5 Array layout. The arrays will be moved to the far West part of the parking lot and will be reconfigured from single cantilever carports to double cantilever carports.</p> <p>SCCD has requested that we provide two different pricing options. Option # 001 will provide for the double cantilever carport array to extend over the entire parking islands. This option will require additional PV panels to cover the extended structure and will add approx. 63 kw to the existing system which will also increase the Performance Guarantee and O&M cost. Option #002 consists of relocating the carport arrays and maintaining the existing system size by not extending the structure to the end of the parking islands.</p>	\$ 118,888.00	Unforeseen Condition	1
2	<p>Per the request of SCCD, we have reconfigured the location of the carport arrays as originally shown in our executed statement of work found on Exhibit A-5 Array layout. The arrays will be moved to the far West part of the parking lot and will be reconfigured from single cantilever carports to double cantilever carports.</p> <p>SCCD has requested that we provide two different pricing options. Option # 001 will provide for the double cantilever carport array to extend over the entire parking islands. This option will require additional PV panels to cover the extended structure and will add approx. 63 kw to the existing system which will also increase the Performance Guarantee and O&M cost. Option #002 consists of relocating the carport arrays and maintaining the existing system size by not extending the structure to the end of the parking islands.</p>	\$ 108,872.00	Owner Directive	1
3	<p>Per the request of SCCD, we have reconfigured the location of the carport arrays as originally shown in our executed statement of work shown on Exhibit A-5 Array Layout, page 60 in order to comply with ADA regulations.</p> <p>All of the arrays in the South parking lot will be shifted to the Eastern portion of the parking lot. The most Northern, Array #10, will be converted from a double cantilever array to a single cantilever array and be placed over the existing ADA parking stalls to comply with DSA/ ADA regulations. Additional topographic survey of the South lot was needed for the Eastern expansion. There will also be added PV modules, resulting in an increase the system by 18.1 KW to this Lot.</p> <p>The North lot was also reconfigured by moving the two Western most arrays to be next to other arrays. Additional request from the district was to make all the arrays symmetrical, which meant that we needed to remove and re striping the parking stalls and open a new entry into the parking lot to make the arrays align symmetrically. These cost are inclusive of all affected items such as changes in structural steel, electrical work, the revision of the North Parking lot stripping, bollards, signage, concrete curb demo and AC patch.</p>	\$ 206,141.00	Owner Directive/ ADA requirements	1
4	<p>Per the request of SCCD, we are providing a credit for not installing the underground conduits that lead from the combiner boxes on the arrays to the equipment pad and from the equipment pad to the electrical room. Per our agreement, the contractor that will be constructing the new parking lot will be installing UG conduits on behalf of Sunpower Corp. We have had several onsite coordination meetings with the district's architect Henley Architects + Associates, and we provided them with our requirements to be included in their design: Monitoring (comm.): (1) 1" conduit, AC runs from pad to tie-in; (2) 3" conduits, DC runs from CB to pad; (4) 2" conduits, Lighting : (1) 1" conduit. Sunpower will provide the conductors and will finalize all terminations. In addition, Sunpower Corp. cannot begin the construction of the PV Carport structures until the new parking lot has been completed, therefore pushing out our start date from February 12, 2013 to approx. July 15, 2013, as reflected below in our revised substantial completion date.</p>	\$ (40,500.00)	Owner Directive	1
TOTAL \$		393,401.00		



SUNPOWER

Change Order #001

Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
Tel: 707-864-7189 Fax: 707-207-0423

Sunpower Corp.

Change Order # **1**
Project No.:
Date: 03/20/2013

DSA File No.:

DSA App. No.:

Project: Solano Community College District
Solar Project
Vallejo/ Fairfield/ Vacaville Campus

ATI Architect & Engineers
3860 Blackhawk Road
Danville CA. 94506

To: Sunpower Corp
1414 Harbour South Road
Richmond CA. 94804

Description of change to work and construction schedule:

Work Change: PCO #001 Fairfield Campus Unforeseen Soils Conditions

Per, Exhibit A-1.1 in our contract with SCCD stipulates 13' foot deep x 36" concrete pier foundations, In order to obtain a structurally sound carport structure we are bound by the requirements of Structural Engineer, DSA and the Geotechnical Reports provided by Ninyo & Moore. We are also being required by California Geological Services (CGS) to perform additional soils analysis due to the liquefaction, which is considered an unforeseen condition.

As a result of the Geotechnical Reports, we found that the soils at both parking lots on the Fairfield Campus contain Liquefaction. Based on these findings, we will need to re-design the pier foundations and adhere to the agency requirements mentioned above. As previously agreed upon by the SCC District, we will be installing 10X10X 1'-6" spread footings at 157 locations. Because we will be providing a spread footing other than drilled pier foundation provided in our pre-approve PC drawings, we will need to submit the new foundation design to DSA for review which will require a normal bin time of approximately three months.

\$ 118,888.00

Work Change: PCO #002 Vallejo Campus Reconfiguration of Array layouts

Per the request of SCCD, we have reconfigured the location of the carport arrays as originally shown in our executed statement of work found on Exhibit A-5 Array layout. The arrays will be moved to the far West part of the parking lot and will be reconfigured from single cantilever carports to double cantilever carports. SCCD has requested that we provide two different pricing options. Option # 001 will provide for the double cantilever carport array to extend over the entire parking islands. This option will require additional PV panels to cover the extended structure and will add approx. 63 kilowatts to the existing system which will also increase the Performance Guarantee and Operations and Maintenance cost. Option #002 consists of relocating the carport arrays and maintaining the existing system size by not extending the structure to the end of the parking islands.

\$ 108,872.00

Work Change: PCO #003 Fairfield Campus Reconfiguration of Array layouts

Per the request of SCCD, we have reconfigured the location of the carport arrays as originally shown in our executed statement of work shown on Exhibit A-5 Array Layout, page 60 in order to comply with ADA regulations.

All of the arrays in the South parking lot will be shifted to the Eastern portion of the parking lot. The most Northern, Array #10, will be converted from a double cantilever array to a single cantilever array and be placed over the existing ADA parking stalls to comply with DSA/ ADA regulations. Additional topographic survey of the South lot was needed for the Eastern expansion. There will also be added PV modules, resulting in an increase the system by 18.1 kilowatts to this Lot. The North lot was also reconfigured by moving the two Western most arrays to be next to other arrays. Additional request from the district was to make all the arrays symmetrical, which meant that we needed to remove and re striping the parking stalls and open a new entry into the parking lot to make the arrays align symmetrically. These costs are inclusive of all affected items such as changes in structural steel, electrical work, the revision of the North Parking lot stripping, bollards, signage, concrete curb demo and Asphalt Concrete patch.

\$ 206,141.00

Work Change: PCO# 004 Vacaville Campus Credit for not installing Underground Conduits

Per the request of SCCD, we are providing a credit for not installing the underground conduits that lead from the combiner boxes on the arrays to the equipment pad and from the equipment pad to the electrical room. Per our agreement, the contractor that will be constructing the new parking lot will be installing Underground conduits on behalf of Sunpower Corp. We have had several onsite coordination meetings with the district's architect Henley Architects + Associates, and we provided them with our requirements to be included in their design: Monitoring (comm.) : (1) 1" conduit, AC runs from pad to tie-in: (2) 3" conduits, DC runs from combiner box to the equipment pad : (4) 2" conduits, Lighting : (1) 1" conduit. Sunpower will provide the conductors and will finalize all terminations. In addition, Sunpower Corp. cannot begin the construction of the Photo Voltaic Carport structures until the new parking lot has been completed, therefore pushing out our start date from February 12, 2013 to approx. July 15, 2013. as reflected below in our revised substantial completion date.

\$ (40,500.00)

	Amount	Final Completion Date
Original Contract	\$11,700,000.00	See Below
Previous Authorized Change Orders	0	
This Change Order	\$393,401.00	
Total Revised Contract Sum	\$12,093,401.00	

Customer agrees to pay for all changes in the Work performed by SunPower Corporation under this Change Order according to the terms of the Agreement. The amount paid by **Customer** shall be full compensation for all Work requested and for all effects of this document on the Work. The change, if any, in the Contract Price shall be computed according to one of the following methods.

Request for New Substantial Completion Dates:

The Contract Completion Date Will Be:

12/31/2013

Contract Time Will be changed by This Change Order:

See below new dates

The new date of substantial completion for the Fairfield Campus, North Lot as of the of this change orde

9/30/2013

The new date of substantial completion as of the Fairfield Campus, South lot of this change order is

11/29/2013

The new date of substantial completion as of the Vallejo Campus of this change order is

6/20/2013

The new date of substantial completion as of the Vacaville campus of this change order is

9/23/2013

<input type="checkbox"/>	1. No Cost Change
<input type="checkbox"/>	2. Costs Plus a Fee
<input type="checkbox"/>	3. Unit Price
<input checked="" type="checkbox"/>	4. Lump Sum of

Unless Item 1 or 4 is marked, SunPower Corporation shall submit promptly to **Customer** such itemized labor and material breakdowns as **Customer** may require for Work performed or deleted from the Agreement by this Change Order. SunPower Corporation shall include the cost of such change in its next application for payment in a separate line item.

Per the terms and conditions of our contract, we request an official Notice to Proceed to start this extra work without further delay to the construction schedule. This can be done by signing above and returning to our office immediately. You are authorizing SunPower to proceed with the change in work and you are accepting these costs and/or time be added to the contract work and/or schedule as a change order per the terms of the original contract.

CUSTOMER:

CONTRACTOR: SunPower Corporation, Systems

By: _____
 Title: _____
 Date: _____

By: _____ Armando Gomez
 Title: _____ Project Manager
 Date: _____ 03-16-2013

AGENDA ITEM 12.(g)
MEETING DATE April 17, 2013

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

TO: Members of the Governing Board

**SUBJECT: AGREEMENT BETWEEN SOLANO COMMUNITY
COLLEGE DISTRICT AND ADCAMP, INC.**

REQUESTED ACTION: APPROVAL

SUMMARY:

An agreement between Solano Community College District and ADCAMP, Inc., to place advertising kiosks on the College campus is being presented to the Governing Board for approval.

ADCAMP, Inc., will pay \$50.00 for each kiosk each month commencing three (3) months after the date in which the kiosk is first installed, until the expiration of this agreement. The term is for five years (5) from the installation date of May 11, 2013, and shall terminate on May 10, 2018.

A copy of the agreement will be available in the Office of the Superintendent-President and the Office of the Vice President of Finance and Administration.

*Government Code: N/A Board Policy: 3520 Estimated Fiscal Impact: \$50 per month per kiosk
CEO 2012-13 Goal #5*

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

Dr. Jeffrey Lamb, Interim Dean
School of Liberal Arts

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7250

TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 29, 2013

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

LICENSE TO USE AGREEMENT

This license to use agreement ("Agreement") is made and entered into this 18th day of April, 2013 by and between SOLANO COMMUNITY COLLEGE ("COLLEGE") and ADCAMP, INC., a California Corporation ("ADCAMP").

RECITALS

WHEREAS, COLLEGE and ADCAMP wish to enter into this license to use agreement to permit ADCAMP to place specified number of advertising kiosks on the COLLEGE campus, in return for which, ADCAMP shall pay a License Fee to COLLEGE for such license.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

- 1.0 **Term and Installation Date:** The license to use is granted for an initial term ("Term") of five (5) years from the installation date of August 3, 2013, and shall terminate on August 2, 2018 ("Initial Termination Date").
- 2.1 **License Fee:** ADCAMP agrees to pay COLLEGE \$50.00 for each kiosk installed on the Premises, each month commencing three (3) months after the date on which the kiosk is first installed on the Premises ("Installation Date"), in order to allow ADCAMP sufficient time to attempt to sell advertising space on the kiosk until the expiration of this Agreement.
- 2.2 **Fee Due Date:** All fees due under this Agreement shall be paid no later than the 7th day of each month by check made out to The Tempest, in care of the Solano Community College District, and mailed to:

The Tempest
c/o Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534
- 3.1 **Right to Terminate:** Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party.
- 3.2 **Rights Upon Termination:** Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.
- 4.0 **Notice:** All notices, demands, requests, and exercises under this Agreement by either party shall be hand delivered or sent by United States Mail registered or certified,

postage prepaid, addressed to the other party as follows:

ADCAMP, INC.
8075 West 3rd St.
Suite 404
Los Angeles, CA 90048
Facsimile No. (310) 388-5883

SOLANO COMMUNITY COLLEGE
4000 Suisun Valley Road
Fairfield, CA 94534
Facsimile No. (707) _____ - _____

Notices, demands, requests, and exercises served in this manner shall be considered sufficiently given or served for all purposes under this option at the time the notice, demand, or request is hand-delivered or when postmarked to the addresses shown.

These addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of this notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

- 5.1 Number of Kiosks:** ADCAMP shall install four (4) of kiosks on the COLLEGE campus in Fairfield, at no cost to COLLEGE.
- 5.2 Cost of Kiosks:** Each kiosk shall be constructed, installed and maintained at ADCAMP's expense, subject to the terms set forth in Paragraph 6.2 below.
- 5.3 Location of Kiosks:** Each kiosk shall be installed at agreed-upon locations on the COLLEGE campus, as indicated with a "X" on the COLLEGE campus map, attached hereto as Exhibit "A". Such campus map substantially emulates the Premises.
- 5.4 Description of Kiosks:** There are different kiosk options available, each such kiosk having two (2) to three (3) display sides of equal sizes, and some with suitable storage for campus publications, including some with shelving for such publications.
- 5.5 Space Reserved for COLLEGE:** If COLLEGE chooses a kiosk with shelves, each shelf of such kiosk shall be dedicated to COLLEGE use for the storage and distribution of COLLEGE publications. Moreover, for any 3-sided kiosk, one (1) display side of such kiosk shall be dedicated to COLLEGE use for the display of COLLEGE-related notices and advertisements, subject to the limitations in Paragraph 5.7 below. COLLEGE shall be solely responsible for maintaining the content and appearance of all slots and each display side dedicated to COLLEGE use.

- 5.6 Prohibited Materials to ADCAMP:** COLLEGE has furnished ADCAMP with a list of subject matters to which COLLEGE objects for its commercial advertising. ADCAMP agrees to refrain from displaying any materials containing such prohibited subject matters, which are listed in Exhibit "B" attached hereto. The COLLEGE, with ADCAMP'S written approval, may from time to time add to this list by providing written notice to ADCAMP.
- 5.7 ADCAMP's Right to Determine Use of Display Space:** ADCAMP in its sole discretion shall have the right to determine which display side of each kiosk is to be dedicated to COLLEGE use. The remaining display side/s shall be used by ADCAMP for display of commercial advertising. ADCAMP will specifically instruct COLLEGE which display side on each kiosk is dedicated for COLLEGE use. At no time shall COLLEGE infringe on, post or display any information or materials on the display sides dedicated to ADCAMP's use. Display sides dedicated for ADCAMP's use shall solely contain commercial advertising specifically provided and approved by ADCAMP.
- 5.8 Prohibited Materials to COLLEGE:** COLLEGE agrees that each display side dedicated to COLLEGE use shall display only COLLEGE related notices and information.
- 6.1 Operation of Kiosks:** In installing, maintaining, operating and removing the kiosks, ADCAMP shall take all reasonable measures so as to not interfere with the operation of any classes, programs and activities sponsored by COLLEGE.
- 6.2 Maintenance:** ADCAMP shall maintain each kiosk in clean and working order at its own cost and expense. .
- 6.3 ADCAMP's Property:** Each kiosk installed by ADCAMP shall always remain and be deemed to be the property of ADCAMP and shall at no time be deemed to be a fixture or the property belonging to any other entity or person unless otherwise agreed to in writing by ADCAMP or unless ADCAMP has abandoned the kiosks.
- 7.0 Insurance:** ADCAMP shall carry and maintain during the entire term of this agreement a policy of comprehensive liability insurance in the amount not less than \$1,000,000 per occurrence, to protect it from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the license whether such operations are by ADCAMP or anyone directly or indirectly employed by it. ADCAMP shall be required to file with COLLEGE certificates of such insurance or evidence of an adequate self-insurance program naming COLLEGE and/or the district as additional insureds.
- 8.0 Indemnification:** Notwithstanding the COLLEGE's assumption of risk of damage, injury or death to any person, property in, or about the kiosks from any cause other than the negligence or willful act of ADCAMP, ADCAMP agrees to defend, indemnify and

hold harmless COLLEGE and each of its officers, employees, and affiliates from and against any and all claims, damages, demands, losses, obligations, judgments and liabilities (including, without limitation, reasonable attorneys' fees and expenses) in any way arising out of or in connection with this Agreement, except to the extent the same shall arise as a result of the negligence or willful misconduct of COLLEGE.

- 9.0 No Partnership/Joint Venture:** Nothing in this Agreement shall be construed as having created any partnership, joint venture, or agency between the parties hereto.
- 10.0 Taxes and Other Governmental Charges:** COLLEGE shall pay all real property taxes and assessments, whether general, special, ordinary, extraordinary or otherwise levied on or assessed against its premises. At no time shall ADCAMP be required to make any payments to COLLEGE, for or on COLLEGE' behalf, other than those expressly indicated in this Agreement.
- 11.0 Waivers:** No waiver of any breach of a provision in this Agreement shall be deemed a waiver of any other provision. No waiver shall be valid unless in writing and executed by the waiving party.
- 12.0 Integration:** This Agreement contains the entire agreement between the parties respecting the matter set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting these matters.
- 13.0 Partial Invalidity:** In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.
- 14.0 Amendments:** This Agreement may not be amended or altered except through a writing signed by both parties.
- 15.0 Enforceability and Authority:** The COLLEGE has the corporate power and authority to own its Premises and to transact the business in which it is engaged and to execute, deliver and perform this Agreement. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- 16.0 Default:** COLLEGE will be in default under this Agreement if it fails for ten (10) days following receipt of written notice from ADCAMP specifying the nature of COLLEGE's breach of the Agreement, to cure such breach, if it is curable, or to institute and pursue

reasonable corrective or ameliorative acts for incurable breaches.

ADCAMP will be deemed in default under this Agreement if it fails for ten (10) days following receipt of written notice from COLLEGE specifying the nature of ADCAMP's breach of the Agreement, to cure such breach, if it is curable, or to institute and pursue reasonable corrective or ameliorative acts for incurable breaches.

- 17.0 Exclusivity:** During the entire term of this Agreement, COLLEGE agrees not to enter in to any agreement with any other person or entity for the installation of advertising kiosks or displays of any similar nature, including digital signage panels, whereby the material displayed on such kiosks or displays would be competing with those contemplated by this Agreement.
- 18.0 Confidentiality:** To the extent permitted by law, this Agreement and its terms and conditions shall not be confidential and shall be disclosed to third parties upon request.
- 19.0 Execution in Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.
- 20.0 Governing Law; Binding Arbitration; Venue:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The parties to this Agreement agree that all disputes, claims and controversies between them concerning the interpretation or enforcement of this Agreement, or any other matter arising out of or relating to this Agreement, shall be referred to binding arbitration and conducted pursuant to the Rules of Commercial Arbitration of the Judicial Arbitration Mediation Services (JAMS/ENDISPUTE). Each party to this Agreement acknowledges and agrees that for the purposes of this Agreement only, it has sufficient contacts with the County of Sacramento California, to warrant the imposition of jurisdiction over it by a California state or federal court sitting in the City and County of Sacramento, California if a petition to confirm an arbitration award or other legal relief to effectuate this agreement is required. Each party to this agreement further acknowledges and agrees that the venue for any such dispute resolution process shall be Sacramento, California.
- 21.0 Litigation Costs:** Except as specified in Paragraph 8 above, if any action or any other proceeding, including arbitration or action for declaratory relief, is brought for the enforcement of this Agreement, or to cause an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. "Prevailing party" shall include without limitation (i) a party who dismisses an action in exchange for sums allegedly due; (ii) the party that receives performance from the other party of an alleged breach or covenant or a desired remedy where this is substantially equal to the relief sought in an action; or (iii) the party

determined to be the prevailing party by a court of law, or a duly appointed arbitrator.

- 22.0 Benefit of Counsel; Informed Review:** Each party to this Agreement acknowledges and represents to each of the other parties to this agreement that: (a) the provisions of this Agreement and their legal effect have been fully explained to it by his its own counsel; (b) it has received independent legal advice from counsel of his or its own selection; (c) it fully understands the facts and has been fully informed as to his or its legal rights and obligations under this Agreement; (d) this Agreement is being entered into and signed by it knowingly, freely, and voluntarily, after having received such legal advice and with such knowledge; and (e) the execution and delivery of this Agreement by it is not the result of any duress or undue influence. BY EXECUTING THIS AGREEMENT, EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND REPRESENTS TO THE OTHER PARTY TO THIS AGREEMENT THAT IT HAS READ THE ENTIRE AGREEMENT.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first written above.

ADCAMP

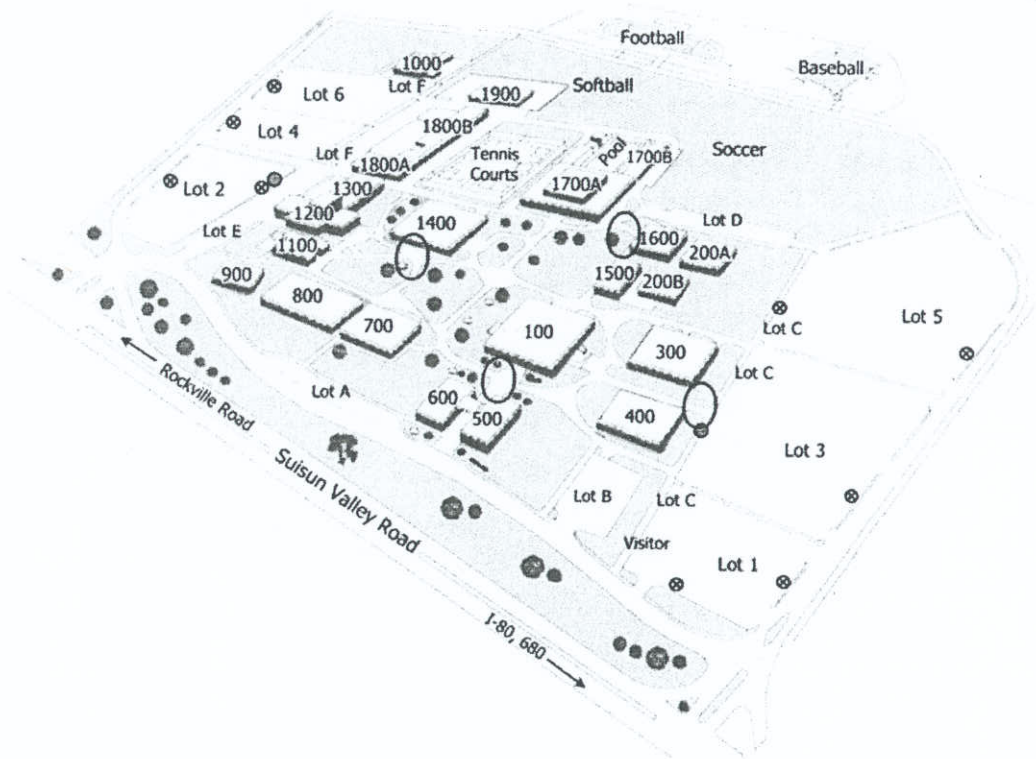
By: _____
Daniel Zusman, President
on behalf of ADCAMP, a California corporation

SOLANO COMMUNITY COLLEGE

By: _____
Dr. Jowel C. Laguerre, President
on behalf of SOLANO COMMUNITY COLLEGE

Exhibit A

SOLANO COMMUNITY COLLEGE
CAMPUS MAP



Location 1: Cosmetology/Fine Arts

Location 3: Student Union

Location 2: Business

Location 4: Student Services

Exhibit B

At no time shall ADCAMP advertise products or services relating to the following products:

- Tobacco
- Alcohol
- Weapons
- Sexually explicit material
- Racist material
- Any direct competitor of current beverage company

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SABBATICAL LEAVE REPORTS FOR THE ACADEMIC
YEAR 2011-2012

REQUESTED ACTION: INFORMATION

SUMMARY:

The following recipients will give a report on their Sabbatical Leave for the 2011-2012 academic year:

Dr. Rennee Moore - "The creation of the new Human Biology Laboratory
(Bio16L) and the Update of the Human Biology Lecture (Bio 16)"

Marc Pandone - "Revitalizing the Arts Program"

Government Code: Education Code §87767 Board Policy: N/A Estimated Fiscal: N/A
CTA Contract – Article 11

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

Diane White, Interim Vice President
Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707 864-7102

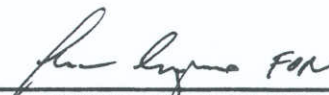
TELEPHONE NUMBER

Academic and Student Affairs

ORGANIZATION

March 29, 2013

DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT



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

March 29, 2013

DATE APPROVED BY
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FIRST READING - SOLANO COMMUNITY COLLEGE
DISTRICT POLICIES, NO. TBD – NEW AND POLICY NO.
2040 – REVISED

REQUESTED ACTION: INFORMATION

SUMMARY:

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

The following new and revised policies have been reviewed by the Superintendent-President's Cabinet and properly vetted through the Shared Governance Council and Board Policies and Procedures Adhoc Subcommittee.

- Policy No. TBD – Series 1000 – Auditor – New
- Policy No. TBD – Series 1100 – Building Dedication Plaques – New
- Policy No. TBD – Series 1000 – Legal Counsel – New
- Policy No. TBD – Series 1000 – Political Activity – New
- Policy No. TBD – Series 2000 – Presentation of Initial Collective Bargaining Proposals – New
- Policy No. 2040 – Series 2000 – Superintendent-President Succession - Revised

These policies will return to the Board for approval at the May 1, 2013, Board meeting.

Government Code: Board Policy: 1000 Estimated Fiscal Impact: \$ N/A

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL
☒ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534


ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration
ORGANIZATION

March 29, 2013
**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**


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

March 29, 2013
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD

AUDITOR
Series 1000

POLICY NO. TBD

POLICY:

The Board of Trustees shall appoint an auditor or auditing firm to serve as College Auditor and to advise the Board. Such auditors shall conduct the annual audit of all College accounts in accordance with procedures prescribed in the Student Attendance Accounting Manual adopted by the Board of Governors of the California Community Colleges. The auditor shall be available for consultation with the Board or the College administration as needed. The auditor shall be employed after approval by the Board upon the recommendation of the Audit Adhoc Subcommittee of the Board. The payment of fees for auditing services will be determined by the Board upon appointment.

BP TBD

REFERENCES/

AUTHORITIES: Education Code Section 70902

ADOPTED:

XXXXXXXX

NO

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

BUILDING DEDICATION PLAQUES
Series 1100

POLICY NO. TBD

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

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

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

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

President

Vice-president

Members (alphabetical order)

Secretary of the Board (Superintendent/President)

- 6. Names of the following Board members on the Board when related bond construction measure was passed or other funding sources for building construction were received as reflected in Board minutes.*

President
Vice-president
Members (alphabetical order)
Secretary of the Board (Superintendent/President)

7. *Name of architect*
8. *Name of contractor*

BP TBD

**REFERENCES/
AUTHORITIES:** **SCCD Governing Board**

ADOPTED: **XXXXXXXXXX**

NEW

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

LEGAL COUNSEL
Series 1000

POLICY NO. TBD

POLICY: *The Board of Trustees shall appoint an attorney or attorneys, as needed, to serve as Legal Counsel and to advise the Board. Such attorneys shall attend regular and special meetings of the Board when requested and be available for consultation as needed. The Legal Counsel shall be employed after approval by the Board upon the recommendation of an Adhoc Subcommittee of the Board. The payment for services for Legal Counsel will be determined by the Board upon appointment.*

BP TBD

REFERENCES/

AUTHORITIES: Solano Community College District Governing Board
Education Code Section 70902

ADOPTED: XXXXXXXX

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

POLITICAL ACTIVITY
Series 1000

POLICY NO. TBD

POLICY: *Members of the Governing Board shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.*

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Governing Board may by resolution express the board's position on ballot measures. Public resources may be used only for informational efforts regarding ballot measures.

The Superintendent-President, as Secretary of the Board, shall not participate in endorsements or contributions to candidates and shall not use his/her name in connection with campaigns.

BP TBD

REFERENCES/

AUTHORITIES: Education Code Sections 7054; 7056; Government Code 8314

ADOPTED: XXXXXXXXXX

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**PRESENTATION OF INITIAL COLLECTIVE BARGAINING PROPOSALS
POLICY NO. TBD**

Series 2000

POLICY: *The Superintendent-President is directed to enact administrative procedures that assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Board of initial proposals for collective bargaining.*

Collective bargaining begins when either an exclusive representative or the District itself presents an initial proposal for consideration in accordance with the following timelines:

- *The district shall follow the timelines prescribed by the rules and regulations of the California Public Employment Relations Board.*

BP TBD

REFERENCES/

AUTHORITIES: Government Code Section 3547

ADOPTED: XXXXXXXXXX

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

**ACTING SUPERINTENDENT IN ABSENCE OF SUPERINTENDENT
SUPERINTENDENT-PRESIDENT SUCCESSION**

POLICY NO. 2040

Series 2000

POLICY: ~~In case of an emergency requiring an immediate decision or action at the Superintendent-President level, when the Superintendent-President is absent from the District, the line of authority will be as follows, depending on the presence in the District of the administrators listed:~~

The Board delegates authority to the Superintendent-President to appoint an acting Superintendent-President to serve in his or her absence for short periods of time, not to exceed thirty (30) calendar days at a time.

In the absence of the Superintendent-President and when an acting president has not been named, administrative responsibility shall reside with (in order):

~~Executive Vice President for Instruction and Student Services
Vice President of Finance and Administration~~

- *Chief Instructional Officer*
- *Chief Business Officer*
- *Chief Student Services Officer*
- *Chief Human Resources Officer*
- *Chief Technology Officer*
- *Or by discretion of the Governing Board*

The Board shall appoint an acting Superintendent-President for periods exceeding thirty (30) calendar days.

BP 2040

REFERENCES/

AUTHORITIES: *Education Code Sections 70902(d); 72400;
Title 5 Section 53021(b)*

ADOPTED: **XXXXXXXXXX**