

AGENDA ITEM 10.(b)  
MEETING DATE June 18, 2014

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

**TO: MEMBERS OF THE GOVERNING BOARD**  
**SUBJECT: CONSENT CALENDAR – HUMAN RESOURCES**  
**REQUESTED ACTION: APPROVAL**

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**EMPLOYMENT 2013-2014**

**Honors Program**

<b><u>Name</u></b>	<b><u>School/Discipline</u></b>	<b><u>Semester(s)</u></b>	<b><u>Amount</u></b>
Marion Cowee	CDFS	Spring 2014	\$400.00
Katherine Clark	Biology	Fall 2013	\$66.00
Katherine Clark	Biology	Spring 2014	\$33.00
Lue Cobene	English	Spring 2014	\$132.00
Samanda Dorger	Journalism	Fall 2013	\$66.00
Patricia Itaya	Biology	Spring 2014	\$66.00
Gail Kropp	German	Fall 2013	\$200.00
Patrick Mallory	Biology	Fall 2013	\$265.00
Patrick Mallory	Biology	Spring 2014	\$200.00
Margherita Molnar	Biology	Fall 2013	\$99.00
Margherita Molnar	Biology	Spring 2014	\$198.00
Renee Moore	Biology	Fall 2013	\$132.00
Renee Moore	Biology	Spring 2014	\$398.00
Laura Pirott	Spanish	Fall 2013	\$200.00
Laura Pirott	Spanish	Spring 2014	\$400.00
Michael Wyly	English	Spring 2014	\$66.00
M. Cristina Young	Biology	Spring 2014	\$132.00


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**Nona Cohen-Bowman**  
Consultant, Human Resources

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June 6, 2014  
**Date Submitted**

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

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June 6, 2014  
**Date Approved**

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
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**Regular Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Makesha Thomas	CalWORKs Clerical Specialist (Range 10/Step 1)	06/01/14
Carol Zadnik	Distance Education Specialist ( Range 13/Step 1)	06/01/14

**Change in Assignment**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Salvatore Abbate	From Administrative Assistant III to Administrative Assistant IV (Range 14)	05/19/14
Thomas Trujillo	From Shipping & Receiving Assistant to Bookstore Supervisor (Range 34/Step 5)	05/01/14

**Short-term/Temporary/Substitute**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Brenda Arnold	Student Service Assistant II	06/01/14 – 06/30/14	\$16.39 hr.
Emily Blair	Summer Lab Curriculum	05/23/14 – 08/13/14	\$69.25 hr.
Angela Buford	Administrative Assistant III	05/27/14 – 06/10/14	\$17.92 hr.
Glenn Burgess	Special Projects	06/01/14 – 12/31/14	\$66.67 hr.
Marielle Calara	Executive Coordinator	05/04/14 – 06/30/14	\$27.31 hr.
Kathleen Callison	Administrative Assistant III	12/20/13 – 06/30/14	\$28.25 hr.
Jose Cortes	R/W Laboratory	06/01/14 – 06/30/14	\$25.56 hr.
Garrett Croker	Summer Lab Curriculum	05/23/14 – 08/13/14	\$50.53 hr.
Megan Crichton	Registration Aide	04/28/14 – 06/30/14	\$10.00 hr.
Monica Delgado	Registration Aide	05/02/14 – 06/30/14	\$10.00 hr.
Debbie Graham	Registration Aide	04/26/14 – 06/30/14	\$10.00 hr.
Julia Kiss	Special Projects	06/01/14 – 12/31/14	\$66.67 hr.
Jessica Kollar	Children's Program Assistant	06/11/14 – 06/30/14	\$13.27 hr.
James Llewellyn	Registration Aide	05/08/14 – 06/30/14	\$10.00 hr.
Joanna Love	Laboratory Assistant I	06/02/14 – 06/30/14	\$15.06 hr.
Andrew Morgan	Office Assistant	05/23/14 – 06/13/14	\$9.60 hr.
Andrew Morgan	Student Service Assistant II	06/16/14 – 06/30/14	\$16.39 hr.
Dylan Pollard	Registration Aide	05/06/14 – 06/30/14	\$10.00 hr.
Sarah Ramsey	Children's Program Assistant	06/11/14 – 06/30/14	\$14.43 hr.
Joshua Scott	Summer Laboratory Curriculum	05/23/14 – 08/13/14	\$62.64 hr.
Charles Spillner	ASC Coordinator	05/26/14 – 06/30/14	\$69.25 hr.
Karen Watson	R/W Laboratory	06/16/14 – 06/30/14	\$25.56 hr.
Ron Zak	2013-14 CTE Transitions Grant #13-112-280	06/02/14 – 06/30/14	\$66.67 hr.



SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
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**Ten-month Classified Employees Working Summer Session**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dana Alsip	Children's Program Cook	06/12/14 – 07/24/14	\$17.82 / \$26.73 OT
Yvonne Dillard	Children's Program Specialist	07/14/14 – 07/24/14	\$28.27 / \$42.41 OT
Dena Hudson	Administrative Assistant II – Student Dev/MESA	06/10/14 – 07/03/14	\$23.43 / \$35.15 OT
Jerry Lowe	Cosmetology Lab Technician	07/14/14 – 08/07/14	\$24.49 / \$36.74 OT
Sam McKinney	Cosmetology Support	06/06/14 – 08/07/14	\$23.38 / \$35.07 OT
Sharon Miranda	Children's Program Specialist	06/11/14 – 07/16/14	\$27.62 / \$41.43 OT
George Olgin	Reading/Writing Lab Tech.	06/09/14 – 07/31/14	\$28.85 / \$43.28 OT
Diane Rieschick	Instructional Lab Assistant II	06/01/14 – 07/31/14	\$22.96 / \$34.44 OT
Erika Smith	Cosmetology Lab Technician	06/16/14 – 07/10/14	\$20.44 / \$30.66 OT
Patrice Spann	Children's Program Assistant	06/11/14 – 07/24/14	\$21.54 / \$32.31 OT
Lisa Stedman	Children's Program Specialist	06/11/14 – 07/24/14	\$25.65 / \$38.48 OT
Kris Wollrich	Reading/Writing Lab Tech.	06/09/14 – 07/17/14	\$31.00 / \$46.50 OT

**Released Time**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>% Released Time</u></b>	<b><u>Dates</u></b>
Charles Spillner	Academic Success Coordinator	40%	Extend to 05/19/14

**GRATUITOUS SERVICE**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Mathematics and Science	John Cuzic	Help with general lab cleanup and class prep, and other as requested by instructor from 06/02/14 – 08/07/14.
Mathematics and Science	Jose Torres-Lopez	Help with general lab cleanup and class prep, and other as requested by instructor from 06/02/14 – 08/07/14.

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Lisa Raquel	Administrative Assistant III	06/30/14

## EMPLOYMENT 2014-2015

### Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Vitalis Enemmuo	FT Nursing Instructor	08/08/14
Terrye MooreHeeper	FT Nursing Instructor	08/08/14
TBD	FT Accounting Instructor	08/08/14
TBD	FT Aeronautics Instructor	08/08/14
TBD	Associate Vice President, Human Resources (Range XX/Step X)	TBD
TBD	Director, Small Business Development Center (Range XX/Step X)	TBD

### Change in Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Sal Codina	From Interim Dean of Social & Behavioral Science to FT History Instructor	07/01/14
Jocelyn Mouton	From FT Counselor to Interim Dean of Counseling (Range 49/Step 5)	07/01/14
Barbara Pavao	From Interim Dean of Counseling to FT Counselor	07/01/14

### Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
See attached list	Summer Adjunct Faculty		
TBD	(15) Registration Aides	07/01/14 – 06/30/15	\$10.00 hr.
Phyllis Braaksma	Executive Coordinator	07/01/14 – 09/01/14	\$27.31 hr.
Kelley Cadungug	UMOJA Assistant	07/01/14 – 06/30/15	\$14.43 hr.
Marielle Calara	Executive Coordinator	07/01/14 – 09/01/14	\$27.31 hr.
Cyrielle Carrera	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Katherine Carthwright	Research Analyst	07/01/14 – 12/31/14	\$19.15 hr.
Janet Cason	Office Assistant (Multi-Campus Network)	07/01/14 – 06/30/15	\$9.60 hr.
Janet Cason	Office Assistant (SP14 FYSI & YESS)	07/01/14 – 06/30/15	\$9.60 hr.
Jennifer Cinkornpumin	Office Assistant (Multi-Campus Network)	07/01/14 – 06/30/15	\$9.60 hr.
Jennifer Cinkornpumin	Office Assistant (Solano Transportation Authority)	07/01/14 – 06/30/15	\$9.60 hr.
Jennifer Cinkornpumin	Office Assistant (SP14 FYSI & YESS)	07/01/14 – 06/30/15	\$9.60 hr.
Laura Laraya Convento	Business Operations Coordinator	07/01/14 – 09/01/14	\$27.31 hr.



**Short-term/Temporary/Substitute – continued:**

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jose Cortes	R/W Laboratory	07/01/14 – 08/12/14	\$25.56 hr.
Megan Crichton	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Dawna Di Martini	UMOJA Instructorr	07/01/14 – 06/30/15	\$58.60 hr.
Maria Delgado	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Monica Delgado	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Laura Duran-Gomez	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Amanda Gerhart	Office Assistant (Multi-Campus Network)	07/01/14 – 06/30/15	\$9.60 hr.
Amanda Gerhart	Office Assistant (SP14 FYSI & YESS)	07/01/14 – 06/30/15	\$9.60 hr.
Adam Wayne Gistarb	Theater Technician	07/01/14 – 06/30/15	\$12.00 hr.
Debbie Graham	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Amanda Greene	FYE (First Year Exp.)	07/01/14 – 06/30/15	\$56.58 hr.
Jennifer Guggemos	Production Assistant	07/01/14 – 06/30/15	\$9.60 hr.
Kimberly Guggemos	Production Assistant	07/01/14 – 06/30/15	\$9.60 hr.
Lorenzo Hays-Phillips	Production Assistant	07/01/14 – 06/30/15	\$9.60 hr.
Jessica Kollar	Children's Program Assistant	07/01/14 – 07/24/14	\$13.27 hr.
Julie Kucinski-Swingle	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Dagmar Kuta	Production Assistant	07/01/14 – 06/30/15	\$9.60 hr.
Joanna Love	Laboratory Assistant I	07/01/14 – 08/07/14	\$15.06 hr.
Karen McCord	UMOJA Coordinator – Summer (Basic Skills Fund)	07/01/14 – 06/30/15	\$69.25 hr.
Karen McCord	UMOJA Coordinator – Summer (General Fund)	07/01/14 – 06/30/15	\$69.25 hr.
Sandra Moore	UMOJA Social Science Instructor	07/01/14 – 06/30/15	\$54.56 hr.
Kelly Anne Napolitano	Production Assistant	07/01/14 – 06/30/15	\$9.60 hr.
April Nelson	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Laura Palmer	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Ana Petero	Temporary FT Communications Instructor	08/08/14 – 12/16/14	\$62,091.00 yr.
Carolyn Pleasant	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Dylan Pollard	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Sarah Ramsey	Children's Program Assistant	07/01/14 – 07/24/14	\$14.43 hr.
Antoinette Remlinger	Student Service Generalist	07/01/14 – 06/30/15	\$17.92 hr.
Ruth Rich	Registration Aide	07/01/14 – 06/30/15	\$10.00 hr.
Craig Scharfen	Theater Technician	07/01/14 – 06/30/15	\$12.00 hr.
Joshua Scott	Laboratory Data Analysis	08/12/14 – 06/30/15	\$62.64 hr.
Nanette Shaver	Office Assistant	07/01/14 – 01/01/15	\$9.60 hr.
Danielle Slade	UMOJA Counselor	07/01/14 – 06/30/15	\$50.53 hr.
Charles Spillner	ASC Coordinator	07/01/14 – 08/07/14	\$69.25 hr.
Darcia Tipton	Theater Technician hourly	07/01/14 – 06/30/15	\$16.20 hr.



SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR  
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**Short-term/Temporary/Substitute – continued:**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Rebecca Valentino	Theater Technician (Costume Rentals)	07/01/14 – 06/30/15	\$12.00 hr.
Mozella Ward	Office Assistant (Multi-Campus Network)	07/01/14 – 06/30/15	\$9.60 hr.
Mozella Ward	Office Assistant (SP14 FYSI & YESS)	07/01/14 – 06/30/15	\$9.60 hr.
Conner Watson	Theater Technician	07/01/14 – 06/30/15	\$12.00 hr.
Karen Watson	R/W Laboratory	07/01/14 – 06/30/15	\$25.56 hr.
Amanda Werrin	Administrative Assistant III	07/01/14 – 06/30/15	\$16.39 hr.
Stephanie Whited	Theater Event Technician	07/01/14 – 06/30/15	\$12.00 hr.

**Professional Experts**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Alexander Apaka	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Colin J. Banks	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Jason W. Barker	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Chris Bishop	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Jim A. Boston	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Stephan T. Bowman	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Steven C. Brassfield	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Gregory S. Chaloner	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Steve D. Coleman	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Frank S. Drayton	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Matthew W. Fields	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
James R. Franceschi	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Thomas P. Gibson	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Zachary Glankler	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
John J. Ha	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Sheperd N. Harper	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Susan J. Hassett	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Jarrold Infante	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Brian D. Jewell	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
John Jurado	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Ron Karlen	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Drew G. Kostal	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Matthew F. Lage	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Brad L. Lopez	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Richard Mac Kenzie	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Gary M. Mahlberg	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
John D. Malone	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Vance L. Mason	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.

**Professional Experts – continued:**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Todd Matthews	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Arthur Mendoza	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Todd “Brian” Moore	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
John Muraoka	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Nehemiah O’Neal	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Gregory M. Renucci	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Donald J. Richert	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Dean Sarley	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Randy J. Shafer	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Mindy G. Simpson	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Joshua Smotherman	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Jack S. Snyder	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Joseph Thurin	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Michael J. Torkelson	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Nicholas A. Warren	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Timothy Winfield	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.
Michael Zichichi	Journey Level Assistant	08/07/14 – 06/30/15	\$25.00 hr.

**GRATUITOUS SERVICE**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Student Services	DeWayne Cook	Provide social work services to UMOJA Program Scholars as assigned by the field instructor; and assist students with obtaining course work & community social services from 07/01/14 – 06/30/15.
Student Services	Faanuu Seumanutusa	Provide social work services to UMOJA Program Scholars as assigned by the field instructor; and assist students with obtaining course work & community social services from 07/01/14 – 06/30/15.
Student Services	Kristina Yarcia	Provide social work services to UMOJA Program Scholars as assigned by the field instructor; and assist students with obtaining course work & community social services from 07/01/14 – 06/30/15.



AGENDA ITEM 10. (c)  
MEETING DATE June 18, 2014

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

**TO: MEMBERS OF THE GOVERNING BOARD**

**SUBJECT: SEASONAL PERIODIC STUDENT SALARY SCHEDULE  
FOR 2014-2015**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Attached is the 2014-15 Seasonal Periodic Student Worker Salary Table reflecting the increase from \$8.00 per hour to \$9.00 per hour under California minimum wage effective July 1, 2014.

Approval is requested at this time.

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

Nona Cohen-Bowman  
Consultant, Human Resources

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7286

**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

June 6, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

June 6, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



# SOLANO COMMUNITY COLLEGE

## Seasonal, Periodic and Student Worker Salary Schedule Effective 07/01/2014

### Seasonal and Periodic

Assistant Athletic Coach	\$16.66/hr (Maximum of \$4500.00 per Seasonal Sport)
Athletic Onsite Administrator	\$35.00/hr
Enabling Notetaker	\$50 per semester
Fire Science Academy Classroom Assistant	\$9.60
Lifeguard	\$9.00
Office Assistant	\$10.60
Maintenance/Facilities	\$9.00/\$11.00
Pool Manager	\$9.00/\$10.00
Registration Aide	\$11.00
Telemarketing	\$9.00
Theatre staff:	
Box Office Clerk	\$9.00
House Manager	\$9.00
Production Assistant	\$10.60
Theatre Assistant	\$9.00
Theatre Technician	\$13.00

### Student Workers

All Student Workers	\$9.00
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*The following Student Worker Positions have designated ranges. The higher pay rate and minimum qualifications are determined by the manager:*

#### Children's Programs Staff:

Intern	\$9.00/\$9.50/\$10.00
Lab Assistant	\$11.00/\$11.50/\$12.00

#### Disabled Services Program

Adapted PE Assistant	\$9.00/\$10.00/\$12.00
Mobility Assistant	\$9.00/\$10.00/\$12.00

Tutor	\$9.00/\$10.00/\$12.00
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Note: Effective 07/01/2014 the California Minimum Wage increased to \$9.00/hr.  
Effective 01/01/2016 the California minimum wage will increase to \$10.00/hr  
[http://www.dir.ca.gov/dlse/faq\\_minimumwage.htm](http://www.dir.ca.gov/dlse/faq_minimumwage.htm)

Board Approved: \_\_\_\_\_

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

05/12/2014	Vendor Payment	2511054422-2511054425	\$81,736.13
05/12/2014	Vendor Payment	2511054426	\$97,265.15
05/12/2014	Vendor Payment	2511054427-2511054541	\$232,862.68
05/19/2014	Vendor Payment	2511054542-2511054633	\$123,137.67
05/19/2014	Vendor Payment	2511054634	\$3,600.00
05/19/2014	Vendor Payment	2511054635-2511054638	\$107,600.99
05/19/2014	Vendor Payment	2511054639-2511054644	\$78,825.76
05/20/2014	Vendor Payment	2511054650-2511054717	\$184,726.59
05/23/2014	Vendor Payment	2511054718-2511054772	\$14,315.51
05/27/2014	Vendor Payment	2511054773-2511054774	\$36,805.36
05/27/2014	Vendor Payment	2511054775-2511054776	\$14,738.00
05/27/2014	Vendor Payment	2511054777	\$23,917.33
05/27/2014	Vendor Payment	2511054778-2511054857	\$776,677.59

**CONTINUED ON NEXT PAGE:**

Government Code: *Board Policy: 3240* Estimated Fiscal Impact: **\$2,980,958.93**  
**ECS 70902 & 81656**

**SUPERINTENDENT'S RECOMMENDATION:**

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

Yulian Ligioso, Vice President  
Finance & Administration

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-864-7209

**TELEPHONE NUMBER**

Finance & Administration

**ORGANIZATION**

June 6, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

05/30/2014	Vendor Payment	2511054952	\$1,423.84
05/30/2014	Vendor Payment	2511054953-2511054957	\$571,872.39
06/02/2014	Vendor Payment	2511054858-2511054951	\$214,347.95
06/04/2014	Vendor Payment	2511054958-2511054980	<u>\$76,596.80</u>
		<b>TOTAL</b>	<b>\$2,980,958.93</b>

Copies of the Warrant Listings are available online at [www.solano.edu](http://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.



AGENDA ITEM 10. (e)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CCFS-311Q FINANCIAL REPORT, THIRD QUARTER,  
FY 2013-2014

**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. The CCFS-311Q quarterly financial report for the third quarter of FY 2013-2014 is attached for the Board's review and information.

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

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso, Vice President  
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-311Q VIEW QUARTERLY DATA

District: (280) SOLANO

CHANGE THE PERIOD

Fiscal Year: 2013-2014

Quarter Ended: (Q3) Mar 31, 2014

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2010-11	Actual 2011-12	Actual 2012-13	Projected 2013-2014
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	51,482,327	45,837,026	47,548,696	46,778,090
A.2	Other Financing Sources (Object 8900)	17,825	3,955	5,092	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	51,500,152	45,840,981	47,553,788	46,778,090
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	48,735,784	47,214,550	43,981,804	46,987,694
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	375,461	128,058	157,885	300,000
B.3	Total Unrestricted Expenditures (B.1 + B.2)	49,111,245	47,342,608	44,139,689	47,287,694
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	2,388,907	-1,501,627	3,414,099	-509,604
D. Fund Balance, Beginning					
D.1	Prior Year Adjustments + (-)	3,207,000	5,713,219	2,800,420	6,214,519
D.2	Adjusted Fund Balance, Beginning (D + D.1)	117,312	-1,411,172	0	-553,215
E.	Fund Balance, Ending (C. + D.2)	3,324,312	4,302,047	2,800,420	5,661,304
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	5,713,219	2,800,420	6,214,519	5,151,700
		11.6%	5.9%	14.1%	10.9%
II. Annualized Attendance FTES:					
G.1	Annualized FTES (excluding apprentice and non-resident)	9,393	8,523	7,056	8,500
III. Total General Fund Cash Balance (Unrestricted and Restricted)					
As of the specified quarter ended for each fiscal year					
		2010-11	2011-12	2012-13	2013-2014
H.1	Cash, excluding borrowed funds		-1,507,878	-1,690,580	3,736,667
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	8,592,540	-1,507,878	-1,690,580	3,736,667

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
<b>I. Revenues:</b>					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	46,778,090	46,778,090	32,395,558	69.3%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	46,778,090	46,778,090	32,395,558	69.3%
<b>J. Expenditures:</b>					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	46,987,694	46,987,694	35,539,006	75.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	300,000	300,000	24,141	8%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	47,287,694	47,287,694	35,563,147	75.2%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-509,604	-509,604	-3,167,589	
<b>L. Adjusted Fund Balance, Beginning</b>					
L.1	Fund Balance, Ending (C. + L.2)	6,353,451	6,353,451	5,661,304	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	5,843,847	5,843,847	2,493,715	
		12.4%	12.4%		

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

NO

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

Contract Period Settled (Specify)	Management	Academic	Classified
	Permanent	Temporary	

YYYY-YY		Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:									
	Year 1:								
	Year 2:								
	Year 3:								
b. BENEFITS:									
	Year 1:								
	Year 2:								
	Year 3:								

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPS, etc.)?

NO

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

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

This year?  
Next year?

NO  
NO

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



**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

**Quarterly Financial Status Report, CCFS-311Q  
CERTIFY QUARTERLY DATA**

District: (280) SOLANO

CHANGE THE PERIOD ▼

Fiscal Year: 2013-2014

Quarter Ended: (Q3) Mar 31, 2014

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** Yulian Ligosio

**CBO Phone:** 707-864-7209

**CBO Signature:**

**Date Signed:**

**Chief Executive Officer Name:** Jowel Laguerre

**CEO Signature:**

**Date Signed:**

**Electronic Cert Date:** 05/15/2014

**District Contact Person**

**Name:** Patrick Killingsworth

**Title:** Director of Fiscal Services

**Telephone:** 707-864-7000

**Fax:** 707-646-2066

**E-Mail:** patrick.killingsworth@solano.edu

California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4554  
Sacramento, California 95814-6511

Send questions to:  
Christine Atalig (916)327-5772 [atalig@ccco.edu](mailto:atalig@ccco.edu) or Tracy Britten (916)323-6899 [tbritten@ccco.edu](mailto:tbritten@ccco.edu)

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AGENDA ITEM 10. (f)  
MEETING DATE June 18, 2014

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

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

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**PERSONAL SERVICES AGREEMENTS**

**Academic Affairs**  
**Diane White, Interim Vice President**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>	<b><u>Amount</u></b>
Dorothea Fair	Administer the Foster Care and Kinship Education (FCKE) Program Grant	July 1, 2014 – June 30, 2015	Not to exceed \$79,000.00
Alberta Lloyd	Provide support services for grant implementation for CTE, Alternative & Renewable Fuel VTP, and any other grants.	July 1, 2014 – December 31, 2014	Not to exceed \$37,444.00

**Financial Aid Office**  
**Robin Darcangelo, Responsible Manager**

Brittany Benefield	Provide Financial Aid services and resource options to students at Solano Community College.	July 1, 2014 – December 30, 2014	Not to exceed \$20,000.00
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**Yulian I. Ligioso**

Vice President, Finance and Administration

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June 6, 2014

**Date Submitted**

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

---

June 6, 2014

**Date Approved**

AGENDA ITEM 10. (g)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED AGREEMENT WITH ACCOUNTEMPS,  
A ROBERT HALF COMPANY

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested to contract with Accountemps, a Robert Half Company. Accountemps specializes in providing accounting, financial, and administrative staffing solutions. A temporary "Purchasing Technician/Buyer" is required to backfill a vacant position while the District hiring process for the permanent position is carried out. The agreement is through June 30, 2015, or until the position is filled, whichever comes sooner. Total contract amount not to exceed \$75,000.

Attached is a copy of the agreement.

Government Code: N/A Board Policy: 3225 Estimated Fiscal Impact: \$75,000

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Yulian Ligioso, Vice President  
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

(707) 864-7209

TELEPHONE NUMBER

Finance & Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



## GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Accountemps*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Background Inquiries	We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks. You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>Since <i>Accountemps</i> is not a professional accounting firm, it is expressly understood that our employees are not authorized to render an opinion on behalf of <i>Accountemps</i> or on your behalf on financial statements, nor are our employees authorized to sign the name of <i>Accountemps</i> on any document or to sign their own names on financial statements or tax returns.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Accountemps</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Employment Taxes and Withholdings	<i>Accountemps</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.
Insurance	In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.
No Contrary Agreements	These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.

Job Order: Job Order #

Date: Start Date



## TERMS OF PAYMENT

Thank you for your confidence in *Accountemps*. Our professional for the assignment of Functional Role is Candidate Name. The assignment will start on Start Date. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of Bill Rate per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Accountemps* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

<b>Guarantee</b>	<i>Accountemps</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Accountemps</i> will not charge for the first eight hours worked, provided that <i>Accountemps</i> replaces the individual assigned. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional assigned is satisfactory.
<b>Time Sheet</b>	Our professional will submit either an electronic time record or a time sheet for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Accountemps</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
<b>Overtime</b>	If applicable, overtime will be billed at OT Factor times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.
<b>Hiring the Person Referred to You</b>	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee, plus an administrative fee, will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p>
<b>General Conditions</b>	<p><i>Accountemps</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Accountemps</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided.</p>

Job Order: Job Order #

Date: Start Date

AGENDA ITEM 10. (h)  
MEETING DATE June 18, 2014

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 2014 semester in the month of May 2014, 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

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

(707) 864-7102

TELEPHONE NUMBER

Academic Affairs  
ORGANIZATION

June 6, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



## **SOLANO COMMUNITY COLLEGE**

### **REQUEST FOR APPROVAL OF CURRICULUM COMMITTEE CURRICULUM ACTIVITIES**

During the spring 2014 semester in the month of May 2014, 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.

#### **COURSE MODIFICATIONS**

(CP14-90) ANTH007 Archaeology- Objectives, Advisory, Content

(CP14-91) CJ011 Community Relations- Objectives, Content, Textbooks

#### **NEW COURSES**

(CP14-85) ESL094 Advanced ESL Integrated Skills

(CP14-86) MUSC 040A Applied Music I

(CP14-87) MUSC 040B Applied Music II

(CP14-88) MUSC 040C Applied Music III

(CP14-89) MUSC 040D Applied Music IV

#### **CONSENT ITEM**

Change the title of PLSC006 to Introduction to Political Philosophy to match the cross-listed course PHIL006.

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

**TO:** Members of the Governing Board

**SUBJECT:** RENEWAL OF CHANCELLOR'S OFFICE SMALL  
BUSINESS SECTOR NAVIGATOR GRANT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This item is to approve the renewal of Solano Community College as host for the California Community Colleges Chancellor's Office Small Business Sector Navigator Grant which is a statewide leadership position that will be coordinating small business sector programs for the 112 community colleges across the state. The Sector Navigators are part of the new "Doing What Matters for Jobs and the Economy" framework that the Chancellor's Office implemented in FY 2013-2014. Working with ten (10) Deputy Sector Navigators across the state, the Small Business Sector Navigator will provide technical assistance to colleges developing credit, non-credit, and not-for-credit programs in the area of small business and entrepreneurship.

The amount of the grant is \$372,500 and the term of the agreement will cover the period from July 1, 2014 through June 30, 2015. The grant may be renewed annually for up to an additional three years contingent on successful completion of required outcomes and availability of funding.

*Government Code: 88530-88532 Board Policy: 3520 Estimated Fiscal Impact: \$372,500 Revenue*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Charles Eason  
Small Business Sector Navigator

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-863-7846

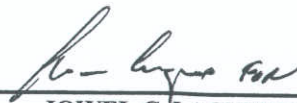
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

June 6, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

June 6, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**THIS FORM MAY NOT BE REPLICATED  
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870

**DISTRICT USE ONLY**

District (Grantee): Solano CCD

College: N/A

**Grant Agreement**

**BOG-CCCCO USE ONLY**

Workforce and Economic Development Division

Sector Navigator: Small Business

Grant Agreement No.: 14 - 151 - 010

Funding Fiscal Year

2014-15

Total Amount Encumbered : \$ 372,500

RFA # 14 - 151

This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 03/14 and II, Rev. 11/12 as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from July 1, 2014 to June 30, 2015. The Final Report must be submitted within 60 days of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

**GRANTEE**

Project Director: Charles Eason

Total Grant Funds Requested: \$ 372,500

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:

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

District Address: 4000 Suisun Valley Road

Fairfield, CA 94534-3197

**STATE OF CALIFORNIA**

Project Monitor:

Maureen White

Agency Address: 1102 Q Street, Suite 4554

Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 101 - 0001 (17)	3235 - 751 - 23505			2014/15	\$ 372,500
-	-				
Total Amount Encumbered : \$					<u>372,500</u>

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

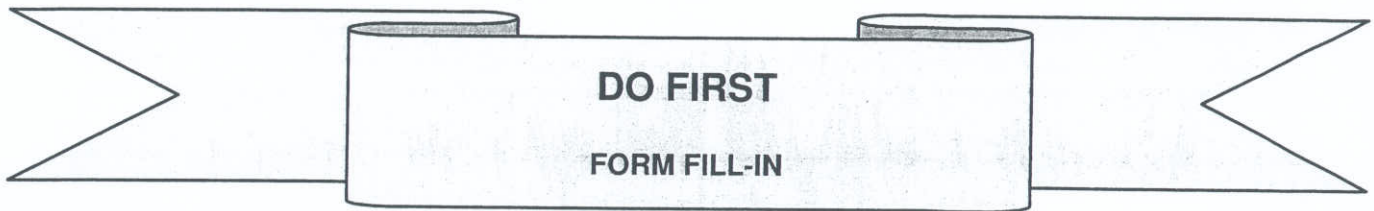
Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:

Erik Skinner, Deputy Chancellor





The following information are linked throughout the forms package:

DISTRICT (Grantee): Solano County CCD

COLLEGE: Solano Community College

PROJECT: Sector Navigator

SECTOR (If applicable): Small Business

FISCAL YEAR: 2014/15

RFA Number: 14 - 151

FUNDING SOURCE: SB1402x (EWD)

Requested Amount: \$ 372,500

**OBJECTIVES:**

- 1 Convene education, business, and economic development partners to identify the regional workforce development and business development needs of the Small Business
- 2 Collaborate with education and economic development partners (K-12, CSUs, UCs, WIBs, etc.) to incorporate small business and entrepreneurship into career pathways.
- 3 Develop professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.
- 4 Expand credit, non-credit, and not-for-credit small business and entrepreneurship curriculum (contextualized modules, courses, programs, certificates, degrees, incumbent
- 5 Document the success of students and businesses as a result of the programs and curriculum developed under the Small Business Sector efforts.
- 6 Provide technical assistance and logistical support to Chancellor's Office, Deputy Sector Navigators, Regional Consortia, and Technical Assistance Providers to support the
- 7 Identify Short-term and Long-term Programatic Priorities for Small Business Sector.
- 8 Act as sector expert and first point of contact for the Small Business Sector.
- 9
- 10

**PROJECT:** Sector Navigator

**SECTOR** (If applicable): Small Business

**COLLEGE:** Solano Community College

**RFA Number:** 14-151

## CONTACT PAGE

District:	Solano County CCD		
Address:	4000 Suisun Valley Road		
City:	Fairfield	State:	CA Zip: 94534

**District Superintendent/President** *(or authorized designee)*

Name:	Jowel C. Laguerre, Ph.D.	Phone:	(707) 864-7000 ext 7112
Title:	Superintendent/President	Fax:	(707) 646-2085
E-mail Address:	jowel.laguerre@solano.edu		

**Responsible Administrator** *(Should not be the same as Project Director)*

Name:	Diane White	Phone:	(707) 864-7000 ext 7102
Title:	Interim Vice President Academic Affairs	Fax:	(707) 863-7836
E-mail Address:	diane.white@solano.edu		

**Project Director** *(Person responsible for conducting the daily operation of the grant)*

Name:	Charles Eason	Phone:	(707) 864-7000 ext 7846
Title:	Small Business Sector Navigator	Fax:	(707) 863-7836
E-mail Address:	charles.eason@solano.edu		

**Person Responsible for Data Entry**

Name:	Charles Eason	Phone:	(707) 864-7000 ext 7846
Title:	Small Business Sector Navigator	Fax:	(707) 863-7836
E-mail Address:	charles.eason@solano.edu		

**District Chief Business Officer** *(or authorized designee)*

Name:	Yulian I. Ligioso, CPA/MBA	Phone:	(707) 864-7000 ext 7147
Title:	Vice President, Finance and Administration	Fax:	(707) 646-2056
E-mail Address:			

**Person Responsible for Budget Certification**

Name:	Patrick Killingsworth	Phone:	(707) 864-7000 ext 4462
Title:	Director of Fiscal Services	Fax:	(707) 646-2056
E-mail Address:	patrick.killingsworth@solano.edu		



PROJECT: Sector Navigator

SECTOR (If applicable): Small Business

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

RFA NUMBER: 14-151

**APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	
			\$	
				<b>372,500</b>
1000	INSTRUCTIONAL SALARIES	1	\$	3,600
2000	NONINSTRUCTIONAL SALARIES	2	\$	126,654
3000	EMPLOYEE BENEFITS	3	\$	27,306
4000	SUPPLIES AND MATERIALS	4	\$	10,614
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$	188,000
6000	CAPITAL OUTLAY	6	\$	2,000
7000	OTHER OUTGO	7	\$	0
<b>TOTAL DIRECT COSTS:</b>		8	\$	<b>358,174</b>
<b>TOTAL INDIRECT COSTS</b> (Not to exceed 4% of Direct Costs):		9	\$	<b>14,326</b>
<b>TOTAL COSTS:</b>		10	\$	<b>372,500</b>

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations.

**Project Director:**Name: Charles EasonSmall Business Sector  
Title: Navigator

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**District Chief Business Officer (or authorized designee):**Name: Yulian I. Ligosio, CPA/MBAVice President, Finance  
Title: and Administration

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



PROJECT: Sector Navigator

SECTOR (If applicable): Small Business

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

RFA NUMBER: 14-151

## APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED	
		\$	
1000	1110 Academic Salaries, Instructional, Contract or Regular Status	\$	372,500
	Instructor Pilot Credit Class Kauffman Planning the Entrepreneurial Venture (48 hrs) x (\$75/hour) = \$3,600	\$	3,600
		\$	-
		\$	-
		\$	-
2000	2111 Classified Salaries, Noninstructional (Regular, Full-time)		
	Charles Eason, Small Business Sector Navigator (2,080 hrs) x (\$60.22/hour) = \$ 125,254	\$	125,254
	2300 Classified Salaries, Noninstructional (Non-Regular)		
	Student Intern - assist with projects such as Small Business Summit/Advisory Meetings - \$1,400	\$	1,400
3000		\$	-
	Employee Benefits (PERS, Disability, SUI, Workers Compensation, Vision, Dental)		
	Charles Eason, Small Business Sector Navigator/22% Student Intern/20%		
4000		\$	27,306
	<b>Supplies and Materials</b>		
	Printing of Sector Collateral (brochures, folders, fact sheets, business cards) - \$3,600 Office Supplies - \$1,014 Instructional Supplies for the three Train-the-Trainer events - \$6,000		
5000		\$	10,614
	<b>Other Operating Expenses and Services</b>		
	5110 Strategic Planning Consultant - \$8,000		
	5110 Ten Small Business Knowledge Communities Conveners @ \$4,500 each - \$45,000		
	5150 Ten Faculty Entrepreneurship Champion Minigrants @ \$5,000 each - \$50,000		
	5150 Keynote Speaker for Small Business Summit \$5,000		
	5150 Ten Subscriptions to Blue Jeans Teleconferencing System - \$6,000		
	5150 Subscription to NeoSerra Data Collection System - \$7,000		
	5150 Train-the-trainer expense (3 events) - \$24,000		
	5150 Graphic Designer for Printed materials - \$4,000		
	5150 Small Business Summit Expenses (Keynote Speaker, planner, food) - \$14,000		
	5210 Travel to Fall and Spring CCCAOE Conference - \$2,800		
	5210 Travel to NACCE Conference - \$1,800		
	5210 Travel to meet with DSNs and Regional Consortia (10 trips) - \$5,000		
	5220 Mileage, parking, tolls - \$3,000		
	5240 Statewide Advisory Committee Meeting Expenses - \$6,000		
	5250 Small Business Summit Meeting Expenses - \$5,000		
	5300 Membership Dues for NACCE - \$750		
	5300 Membership Dues for CALED - \$650		
6000		\$	188,000
	<b>Capital Outlay</b>		
7000	Printer/scanner \$800, Teleconference camera and speaker phone \$600, Micro-projector - \$600		
		\$	2,000
		\$	-
<b>TOTAL DIRECT COSTS:</b>		\$	358,174
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		\$	14,326
<b>TOTAL COSTS:</b>		\$	372,500

PROJECT: Sector Navigator

SECTOR (If applicable): Small Business

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

RFA NUMBER: 14-151

## APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED
		\$ 372,500
1000	1100 Academic Salaries, Instructional, Contract or Regular Status Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
	1200 Academic Salaries, Noninstructional, Contract or Regular Status Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
	1300 Instructional Salaries Other, Adjunct or Part-time Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
	1400 Non-Instructional Salaries, Other Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
2000	2100 Classified Salaries, Noninstructional (Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
	2200 Instructional Aides, Regular Status (Regular, Full-time) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
	2300 Classified Salaries, Noninstructional (Non-Regular) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
	2400 Instructional Aides Salaries (Non-Regular) Name/Classification (Days/hours) x (Daily/hourly rate) = \$	\$ -
3000	Employee Benefits Name / Position Title / Percentage Rate for Benefits Name / Position Title / Percentage Rate for Benefits	\$ -
4000	Supplies and Materials List type and costs: Software; Books, Magazines and Periodicals; Instructional Supplies and Materials; Noninstructional Supplies and Materials	\$ -
5000	Other Operating Expenses and Services Travel Travel and Mileage = \$ Conference Expenses = \$ College Dues and Membership Meetings Workshops Training Rents and Leases Postage Equipment repairs and Maintenance Consultant Services Subcontractors Contract Services: Name (daily/hourly rate); Identify specific service to be rendered	\$ -
6000	Capital Outlay List type and costs: 6400 Equipment with a purchase price of at least \$200 and a useful life of more than one year.	\$ -
7000	Other Outgo	\$ -
TOTAL DIRECT COSTS:		\$ 0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$ 0
TOTAL COSTS:		\$ 0

PROJECT: Sector Navigator

SECTOR (If applicable): Small Business

DISTRICT: Solano County CCD

COLLEGE: Solano Community College

RFA NUMBER: 14-151

Funding Requires Dollar-for-Dollar Match

### APPLICATION BUDGET DETAIL SHEET MATCH

Object of Expenditure	Classification	Match
1000	<b>Academic Salaries</b> Solano College in-kind contributions - President 1.15%, VP Academic Affairs 1.15%, VP Finance and Administration 1.15%	\$ 5,856
2000	<b>Classified Salaries</b> Solano College in-kind contributions - Fiscal Services Manager 1.15%, Purchasing Agent 1.73%, Grants Acct Mgr 2.31%, Accounts Payable Tech 2.31%, Accountant 1.15%	\$ 5,412
3000	<b>Employee Benefits</b> STRS, PERS, Disability, Health and Welfare, State unemployment insurance, Workers Compensation	\$ 4,282
4000	<b>Supplies and Materials</b> Solano College in-kind contributions for copier paper, toner, etc.	\$ 1,150
5000	<b>Other Operating Expenses and Services</b> CalTrans DBE Support Services Contract	\$ 125,000
5000	<b>Other Operating Expenses and Services</b> SBDC in-kind contributions - SBDC Lead Center Director's time, Center Director's time, Advisor's time	\$ 149,000
5000	<b>Other Operating Expenses and Services</b> Advisory Committee Members contribution of time	\$ 19,200
5000	<b>Other Operating Expenses and Services</b> Solano College in-kind contributions of office space, janitorial, utilities, phone, IT support	\$ 9,600
6000	<b>Capital Outlay</b> Solano College in-kind contribution for equipment, printers, fax, copier, phone system	\$ 3,000
<b>TOTAL DIRECT COSTS:</b>		<b>\$ 322,500</b>
<b>TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):</b>		
<b>TOTAL COSTS:</b>		<b>\$ 322,500</b>

Match must be equal or greater  
than the funds requested

I certify the items listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

**Project Director:**Name: Charles Eason

Small Business Sector  
Title: Navigator

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**District Chief Business Officer (or authorized designee):**Name: Yulian I. Ligioso, CPA/MBA

Vice President, Finance  
Title: and Administration

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**PROJECT:** Sector Navigator

**SECTOR** (If applicable): Small Business

**DISTRICT:** Solano County CCD

**COLLEGE:** Solano Community College

**RFA NUMBER:** 14-151

## **Collaborative Regional Workplan Certification**

In accordance with the 2014-15 required grant renewal process, I certify that I have conducted collaborative regional planning with other regional key talent to develop common workplan objectives (where possible), associated with the required common metrics of leading indicators and momentum points.

**Print Name:** Charles D. Eason

**Signature:**

**Date:**

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)**  
**Objectives/Leading Indicators/Momentum Points**

**Objective:** 1  
 Convene education, business, and economic development partners to identify the regional workforce development and business development needs of the Small Business Sector and then identify programs (or sets of courses) that are in alignment with these needs.

**Metric Number\*:**  
 Leading Indicator: LI 1 Alignment of skillsets within a program (or set of courses) to a particular occupation and the needs of the labor market  
 Momentum Point: MP 34 Grant's Purported "Beneficial Impact" on Relevant Businesses

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Issue a Request for Qualifications (RFQ) to fund one Small Business Knowledge Communities Convener for each of the ten regions in the state to support the Deputy Sector Navigators in convening business and education.	Ten \$4,500 awards are made for Small Business Knowledge Communities Convener (one in each of the ten regions across the state).	October 2014	Sector Navigator DSNs
1.2	Assist Small Business DSNs with convening education and business in their regions by providing information on best practices identified across the state.	Each DSN with the assistance of their Small Business Knowledge Communities Convener convenes at least one meeting in each of the ten regions across the state.	July 2014 to June 2015	Sector Navigator DSNs Knowledge Conveners
1.3	Conduct a statewide Small Business Summit via live streaming connecting multiple locations across the state as an opportunity for professional development and to share best practices.	An estimated 200 educators, students, and business owners participate in the statewide Small Business Summit as a professional development opportunity and to learn about best practices related to the Small Business Sector.	June 2015	Sector Navigator DSNs Knowledge Conveners
1.4				
1.5				
1.6				
1.7				
1.8				

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , ,)



PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)**  
**Objectives/Leading Indicators/Momentum Points**

**Objective:** 2  
 Collaborate with education and economic development partners (K-12, CSUs, UCs, WIBs, etc.) to incorporate small business and entrepreneurship into career pathways.

**Metric Number\*:**  
 Leading Indicator: LI 5 Curriculum articulation along a career or multi-career educational pathway  
 Momentum Point: MP 4 Completed one course in high school within a CTE pathway

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Work with other state agencies such as the Governor's Office for Business (Go-Biz), California Workforce Investment Board (CWIB), Employment Training Panel (ETP), Department of General Services (DGS), etc. to develop programs related to the Small Business Sector.	The CCCCO EWD Small Business Sector is recognized as a valuable partner in working with small businesses and potential funding is secured to leverage CCCCO EWD funding.	July 2014 to June 2015	Sector Navigator
2.2	Work with the California Department of Education Business Education Resource Group on career pathway related activities linking K-12 to Community Colleges.	K-12 small business related career pathways are aligned with community college career pathways resulting in potential articulation agreements and a seamless path for students.	July 2014 to June 2015	Sector Navigator
2.3	Maintain and implement a MOU with the six California Small Business Development Center (SBDC) networks in the state.	MOU results in increased collaboration between CCCCO EWD Small Business Sector and CA SBDC Program, reciprocal match is identified to secure federal and state funding.	July 2014 to June 2015	Sector Navigator
2.4	Develop a system for capturing any in-kind match generated by education and economic development partners.	The CCCCO EWD Small Business Sector is recognized as a valuable partner in working with small businesses and potential funding is secured to leverage CCCCO EWD funding.	July 2014 to June 2015	Sector Navigator
2.5	Collaborate with economic development partners on grant opportunities that can supplement funding for the Small Business Sector.	A minimum of \$372,500 in match is secured for the Small Business Sector.	July 2014 to June 2015	Sector Navigator
2.6	Participate on the statewide SBDC Technology Committee.	Best Practices are identified from each of the regions on how to deliver services to technology businesses.	Monthly	Sector Navigator
2.7	Secure invitation and participate on the California SBDC Advisory Committees.	Identifications of opportunities where the California SBDC Program and California Community Colleges Small Business Sector can work together to serve small businesses in California.	July 2014 to June 2015	Sector Navigator
2.8				

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , ,)

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)**  
**Objectives/Leading Indicators/Momentum Points**

**Objective:** 3  
 Develop professional development opportunities to update the skills of faculty, teachers, counselors, and staff to reflect the needs identified for the Small Business Sector.

**Metric Number\*:**  
 Leading Indicator: LI 6 Updating the skills of faculty, teachers, counselors, and/or 'supporting staff to student' to reflect labor market needs  
 Momentum Point:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Conduct train-the-trainer events for faculty to become certified in various small business and entrepreneurship curriculum (e.g. Kauffman Ice House Entrepreneurship, Kauffman Planning the Entrepreneurial Venture, The Planning Shop small business curriculum, and other programs identified through research during the year).	An estimated three train-the-trainer events will be conducted for an estimated 60 faculty, teachers, and staff.	July 2014- June 2015	Sector Navigator
3.2	Attend Fall and Spring CCCAOE Conferences	The CCCAOE will provide the opportunity for the Small Business Sector to share best practices via breakout sessions and networking with the rest of the Doing What Matters for Jobs and Economy network.	Fall 2014 Spring 2015	Sector Navigator DSNs
3.3	Conduct a Small Business Summit for the Small Business Sector. Participants will have an opportunity to gather regionally in 10 locations that are then tied together via teleconferencing.	Share best practices from activities conducted by the Small Business Sector by the DSNs, Knowledge Communities Conveners, Faculty Entrepreneurship Mini-grant awardees.	June 2015	Sector Navigator DSNs Knowledge Community Conveners
3.4	Secure guest speakers for monthly Small Business DSN meetings.	DSNs are made aware of resources that are available such as third party curriculum, contextualized modules, and professional development opportunities for faculty in their regions.	July 2014- June 2015	Sector Navigator
3.5				
3.6				
3.7				
3.8				

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , ,)



PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)**  
**Objectives/Leading Indicators/Momentum Points**

**Objective:** 4  
 Expand credit, non-credit, and not-for-credit small business and entrepreneurship curriculum (contextualized modules, courses, programs, certificates, degrees, incumbent worker training) that support the priority and emerging sectors identified for regions across the state.

**Metric Number\*:**  
 Leading Indicator: LI 7 Integration of small business creation and/or exporting modules into for-credit curriculum in other disciplines  
 Momentum Point: MP 15 Completed two courses in the same CTE Pathway

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Provide technical assistance to DSNs and others in the network on development of credit, non-credit, and not-for-credit small business and entrepreneurship curriculum.	20 New Credit Courses 5 New Certificates 2 New Degree Programs	July, 2013 to June 2013	Sector Navigator
4.2	Issue an Request for Proposal (RFP) to fund ten \$5,000 Faculty Entrepreneurship Champion mini-grants.	10 Colleges are awarded a \$5,000 Faculty Entrepreneurship Champion Mini-grant to support the development of small business and entrepreneurship curriculum.	RFP Aug 2014 Awards Oct 2014 Completion June 2015	Sector Navigator
4.3	Submit Kauffman "Planning the Entrepreneurial Venture" curriculum to local curriculum committee for approval as a credit experimental course.	Curriculum approved and offered as a course Spring 2015	Aug 2014 - Dec 2015	Sector Navigator
4.4	Conduct Pilot Kauffman "Planning the Entrepreneurial Venture" curriculum as a credit experimental course.	An estimated 25 students complete the pilot experimental course.	Jan 2015 - May 2015	Sector Navigator
4.5				
4.6				
4.7				
4.8				

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , ,)

PROJECT: Sector Navigator  
 SECTOR (If applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)**  
**Objectives/Leading Indicators/Momentum Points**

**Objective:** 5  
 Document the success of students and businesses as a result of the programs and curriculum developed under the Small Business Sector efforts.

**Metric Number\*:**  
 Leading Indicator:                       
 Momentum Point: MP 31 Attained wages equal to or greater than the median regional wage for that CTE pathway

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Provide technical assistance to DSNs on implementation of LaunchBoard.	DSNs are trained on the use of LaunchBoard so that they can interpret results and enter data via the additional tracking tool for items that are not automatically collected by the college MIS systems.	July 2014 to June 2015	Sector Navigator
5.2	Work with DSNs to identify a common set of objectives and metrics that will be tracked for the Small Business Sector	Each DSN will identify a minimum of five common metrics that they will be tracking and measuring results.	July 2014 to June 2015	Sector Navigator DSNs
5.3	Purchase a statewide subscription to a Customer Relationship Management (CRM) Case Management System such as Neoserra (formerly WebCATS Client Activity Tracking System)	All ten of the DSNs will have access to Neoserra or similar CRM database so that they can capture any not-for-credit training or contract education activities or other direct services to businesses. Data from CRM database will then be exported for import into LaunchBoard via the Additional Tracking Tool. This will allow the Sector to document services to students and businesses not automatically captured in LaunchBoard.	September 2015	Sector Navigator
5.4	Produce an annual report documenting the impact of the EWD funded Small Business Sector programs.	Annual report will disseminated as appropriate to internal and external partners and be uploaded to the Small Business Sector Website.	June 2015	Sector Navigator DSNs
5.5				
5.6				
5.7				
5.8				

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , , )



PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)**  
**Objectives/Leading Indicators/Momentum Points**

**Objective:** 6  
 Provide technical assistance and logistical support to Chancellor's Office, Deputy Sector Navigators, Regional Consortia, and Technical Assistance Providers to support the California Community Colleges Doing What Matters for Jobs and the Economy framework.

**Metric Number\*:**  
 Leading Indicator: \_\_\_\_\_  
 Momentum Point: MP 34 Grant's Purported "Beneficial Impact" on Relevant Businesses

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Conduct monthly web conference meetings with the ten Small Business Deputy Sector Navigators.	Common objectives and activities are coordinated with Small Business Key Talent.	Monthly on Third Thurs	Sector Navigator Small Business DSNs
6.2	Host semi-annual Small Business Sector meetings with Small Business Deputy Sector Navigators.	Completion of updated strategic plan for Small Business Sector and coordination of activities related to the strategic plan.	September, 2014 March, 2015	Sector Navigator DSNs
6.3	Provide phone and email support to Small Business Deputy Sector Navigators.	Deputy Sector Navigators effectively complete their individual work plans.	July 2014 through June 2015	Sector Navigator
6.4	Participate in quarterly Extended Operation Team and Deep Dive meetings.	100% attendance at all Extended Operations Team and Deep Dive Meetings.	1st Qtr FY14-15 2nd Qtr FY 14-15 3rd Qtr FY 14-15 4th Qtr FY 14-15	Sector Navigator
6.5	Contract with graphic design firms and printers to develop marketing materials for Small Business Sector.	Marketing Collateral (Flyers, Brochures, Fact Sheets, Banners) distributed to DSNs for use in marketing the Small Business Sector.	June 2015	Sector Navigator
6.6	Update and maintain Small Business Sector Website. Website will have resources for educators, business, and students.	Website is maintained with up-to-date, relevant information developed in consultation with the Small Business DSNs. The website will include an interactive map of small business resources.	June 2015	Sector Navigator Small Business DSNs
6.7	Provide meeting logistics for monthly Small Business DSN meetings, semi-annual meetings with Small Business DSNs, and Statewide Small Business Summit.	Online or in-person venues are available for monthly, semi-annual, and annual Small Business Summit.	Monthly on Third Thurs September, 2014 March, 2015 June, 2015	Sector Navigator
6.8	Provide technical assistance to DSNs on securing matching funds for their regional DSN projects.	DSNs secure additional funding to leverage their base \$200,000 in SB1402 funding.	July 2014 through June 2015	Sector Navigator

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , ,)

PROJECT: Sector Navigator  
 SECTOR (If applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)**  
**Objectives/Leading Indicators/Momentum Points**

**Objective:** 7  
 Identify Short-term and Long-term Programatic Priorities for Small Business Sector.

**Metric Number\*:**  
 Leading Indicator: MP 34  
 Momentum Point: MP 34 Grant's Purported "Beneficial Impact" on Relevant Businesses

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	Contract with a strategic planning consultant to assist with the development of a strategic plan for the Small Business Sector	Process for developing a strategic plan is developed with the assistance from the strategic planning consultant.	July 2014	Sector Navigator Strategic Plan Consultant
7.2	Conduct a two-day strategic planning retreat to update and revise the Small Business Sector strategic plan.	A draft strategic plan with key strategy areas is developed in consultation with the Small Business Deputy Sector Navigators.	Nov 2014	Sector Navigator Strategic Plan Consultant DSNs
7.3	Seek input from Small Business Sector statewide advisory group on programatic priorities for the Small Business Sector.	Strategic plan for Small Business Sector is vetted by key stakeholders, partners, and small businesses.	Dec 2014	Sector Navigator SB Sector Advisory Board
7.4	Work with Small Business Deputy Sector Navigators on the development of their FY 15-16 work plans to ensure they are in alignment with the strategic plan, programatic priorities for the Small Business Sector, and Regional Consortia priorities.	Completed FY 15-16 work plans for all ten Small Business Deputy Sector Navigators that include both common statewide objectives for the Small Business Sector and common objectives aligned with Regional Consortia priorities.	May 2015	Sector Navigator Regional Consortia DSNs
7.5				
7.6				
7.7				
7.8				

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , , )

PROJECT: Sector Navigator  
 SECTOR (if applicable): Small Business  
 DISTRICT: Solano County CCD  
 COLLEGE: Solano Community College  
 RFA NUMBER: 14-151

**Statement of Work (Annual Workplan)  
 Objectives/Leading Indicators/Momentum Points**

**Objective:** 8  
 Act as sector expert and first point of contact for the Small Business Sector.

**Metric Number\*:**  
 Leading Indicator:                       
 Momentum Point: MP 34 Grant's Purported "Beneficial Impact" on Relevant Businesses

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.1	Act as first point of contact for the Small Business Sector and refer inquiries to the appropriate entities or resources related to the Small Business Sector.	Inquiries are responded to in a timely matter resulting in referrals to the appropriate entities or resources related to the Small Business Sector. The Quality of Service indicators will be the primary way of measuring performance.	July 2014 to June 2015	Sector Navigator
8.2	Maintain membership in National Association for Community College Entrepreneurship (NACCE) and attend the annual NACCE conference in Phoenix, Arizona.	Identification and dissemination of best practices related to Small Business Sector.	October 2014	Sector Navigator
8.3	Attend annual Small Business Development Center (SBDC) legislative conference.	Secure and maintain good working relationships with the six California SBDC programs	February 2105	Sector Navigator
8.4	Maintain membership in the California Local Economic Development Association (CALED) and attend annual conference.	Network with economic development professionals and promote the important role of small business in economic development. Identification of opportunities for the CCCC EWD Small Business Sector programs to serve the needs of small businesses.	March 2015	Sector Navigator
8.5				
8.6				
8.7				
8.8				

\* Limit one (1) metric per page. Activities should have corresponding numbers (i.e., 1.1, 1.2, 1.3, , ,)



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: ALTERNATIVE AND RENEWABLE FUELS VEHICLE  
TECHNOLOGY PROGRAM TRAINING GRANT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This grant agreement is a \$164,128.00 enhancement to the existing California Energy Commission grant for the Alternative and Renewable Fuels Vehicle Technology Program. The grant was awarded for training of automotive technicians in hybrid and electrical vehicle maintenance. This is to replace the agreement that was approved by the Board on November 20, 2013. The State Energy Resources Conservation and Development Commission has augmented the total amount and assigned grant management to the California Community Colleges Chancellor's Office.

These funds will be used to support development of training curriculum and materials, to include the development of a credit certificate, to purchase training equipment (including four hybrid/electric vehicles and a mobile training unit with trailer), and to develop and deliver instructor training in Hybrid and Electric vehicles to at least 25 regional automotive technology faculty and foremen over a 13-month period.

The California Community Colleges Chancellor's Office has extended the grant timeline to September 30, 2014 and increased the amount of the grant to \$810,823.00

It is our recommendation that the Governing Board approve the Agreement as attached.

Government Code: 78021 Board Policy: 3520 Estimated Fiscal Impact: \$810,823. revenue  
CEO 2013-14 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 Affairs

**ORGANIZATION**

June 6, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**THIS FORM MAY NOT BE REPLICATED  
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870

**DISTRICT USE ONLY**

District (Grantee): Solano CCD

College: N/A

**Grant Agreement-Amended**

**BOG-CCCCO USE ONLY**

**AMENDMENT #** 3

**Grant Agreement No.:** 12 - 041 - 006

**Workforce and Economic Development Division**

**Funding Fiscal Year**

2012-13

**Prior Amount Encumbered :** \$ 245,080

**Amount To Be** \_\_\_\_\_ :

**Amount Encumbered :** \$ 245,080

**State Energy Resources Conservation and Development Commission**

**Funding Fiscal Year**

2013-14

**Prior Amount Encumbered :** \$ 401,615

**Amount To Be** augmented : \$ 164,128

**Amount Encumbered :** \$ 565,743

**RFA #** 12 - 041

**Total Amount Encumbered :** \$ 810,823

On this 14th day of April 2014, the BOG, California Community Colleges Chancellor's Office and the aforementioned district hereby agree to amend this grant agreement as follows:

- \* This agreement is being augmented with Fiscal Year 2013-14 funds in the amount of \$164,128, changing the total award amount of \$644,695 to \$810,823.
- \* Performance in the funding period of September 13, 2012, through June 30, 2014, shall be extended through September 30, 2014. The Final Report must be submitted within 30 days after the new end date.
- \* A revised budget and work plan is attached hereto and by reference made a part of this agreement.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

All other terms and conditions remain the same.

**GRANTEE**

Project Director: Deborah L. Mann

**Total Grant Funds:** \$ 810,823

Signature, Chief Executive Officer (or authorized Designee)

Date:

Print Name/Title of Person Signing:

District Address: 4000 Suisun Valley Road  
Fairfield, CA 94534-3197

**STATE OF CALIFORNIA**

Project Monitor:

Agency Address: 1102 Q Street, Suite 4554

Njeri Griffin

Sacramento, CA 95811-6539

Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
6870 - 111 - 0001 (5)	3235 - 751 - 23506	21	2012	2012-13	\$ 245,080
- -	- -				
<b>Amount Encumbered :</b>					<b>\$ 245,080</b>
6870 - 111 - 0001 (5)	3235 - 750 - 23506	20	2013	2013-14	\$ 565,743
- -	- -				
<b>Amount Encumbered :</b>					<b>\$ 565,743</b>
<b>Total Amount Encumbered :</b>					<b>\$ 810,823</b>

**Signature, Accounting Manager** (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

**Signature, Deputy Chancellor** (or authorized Designee)

Date:

Print Name/Title of Person Signing:

**Erik Skinner, Deputy Chancellor**

Grant Face Sheet Form - Multi Year Grant

Revised 2/5/2014



AGENDA ITEM 10. (k)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RENEWAL 2014-2015 STUDENT HEALTH SERVICES  
CONTRACT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

The Student Development Office is requesting approval to renew the annual contract with the Solano County Health and Social Services Department to provide student health services for the period of July 1, 2014 – June 30, 2015. The maximum contract cost to Solano Community College is \$204,096.

The contract, together with Exhibit B, is attached. Approval is requested at this time.

Government Code: Board Policy: 5660 Estimated Fiscal Impact: \$204,096  
BOT 2013-2014 Goals: #3

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

Jose Ballesteros, Ph.D., Director  
Student Development and MESA

**PRESENTER'S NAME**

4000 Suisun Valley Road  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7102

**TELEPHONE NUMBER**

Academic Affairs  
**ORGANIZATION**

June 6, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**Exhibit B**

**Solano County – Public Health Nursing**

**Solano Community College**

**Student Health Services Budget**

**FY 2014/15**

	<u># of Hr</u>	<u>Total Expense</u>
Public Health Nurse	1,520	\$ 71,022
Public Health Nurse Senior	192	\$ 10,106
HLth Asst.		
Hrs / school year	1,440	\$ 33,858
Base Salaries		\$ 114,986
Benefits @	44.07%	\$ 50,603
<b>Total Salaries &amp; Benefits</b>		<b>\$ 165,589</b>
<b>Administrative Overhead</b>	19.50%	<b>\$ 32,290</b>
Services and Supplies:		
2151 Drugs and Pharmaceuticals	\$ 1,925	
2153 Medical/Dental Supplies	\$ 3,412	
2355 Mileage	\$ 880	
<b>Total Services and Supplies</b>		<b>\$ 6,217</b>
<b>Total Budget</b>		<b>\$ 204,096</b>



County of Solano  
Standard Performance Contract

For County Use Only  
CONTRACT NUMBER:  
00032-15  
(Dept., Division, FY, #)  
H&SS/PH  
BUDGET ACCOUNT:  
7834  
SUBJECT ACCOUNT:  
9604

1. This Contract is entered into between the County of Solano and the Customer named below:

Solano Community College

CUSTOMER'S NAME

2. The Term of this Contract is:

July 1, 2014 to June 30, 2015

3. The maximum amount of this Contract is:

\$204,096

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on \_\_\_\_\_, 2014.

CUSTOMER	COUNTY OF SOLANO
<u>Solano Community College</u>	
CUSTOMER'S NAME	<u>Ann Edwards, Director</u> DATED
	<u>Health and Social Services Department</u>
	TITLE
	<u>275 Beck Avenue, MS 5-200</u>
	ADDRESS
SIGNATURE	<u>Fairfield</u> CA <u>94533</u>
	CITY STATE ZIP CODE
PRINTED NAME AND TITLE	
<u>4000 Suisun Valley Road, Bldg. 1400, Room 1424</u>	Approved as to Form:
ADDRESS	
<u>Fairfield</u> CA <u>94534</u>	COUNTY COUNSEL
CITY STATE ZIP CODE	

Rev. 12/17/09

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

**EXHIBIT A**  
**SCOPE OF WORK**

**1. STAFFING REQUIREMENTS; FINANCIAL AGREEMENTS; HOURS OF OPERATION**

- A. The County shall provide a public health nurse ("PHN") and a PHN, Senior (SR.) for the administration and operation of the Student Health Center for Solano Community College, ("College"). The PHN and PHN, SR. will be selected at the discretion of the County, and will be a regular employee of the County of Solano. The College shall provide input in the selection of the PHN. The PHN and PHN, SR. selected by the County shall remain under the direction and supervision of the County.
1. The PHN selected by the County to administer the Student Health Center shall possess the following credentials and experience:  
a baccalaureate degree in nursing; a current California registered nurse's license; a PHN certificate from the State of California; at least one (1) years' experience public health nursing; and possess a current valid California driver's license.
  2. Other nursing personnel assigned to the Student Health Center may be either a PHN or registered nurse.
- B. County will provide a Health Assistant (HA) for a minimum of 40 hours per week to provide clerical assistance and to perform information, reception and medical record functions under direction of the PHN.
- C. County shall be responsible for the evaluation of staff performance. College shall participate in the evaluation of the PHN's and HA's work in the development and operation of the Student Health Center.
- D. Daily operational hours of the Student Health Center shall be maintained at a minimum of 170 days (1,717 hours/year) to meet the needs of the College and the student population. The usual work week may be a combination of day and evening hours not to exceed 40 hours per week. The schedule may provide for some day and/or evening hours and outreach services at community sites. If additional Student Health Services hours are requested and approved in writing by the College, College will reimburse County for actual costs. County will not be required to provide staffing coverage for illness or other leave. However, County will make its best efforts to provide staff. If registry nurse services are needed to provide extended or short term staffing, College agrees to reimburse County for expenses of providing staff if extra staffing is approved in writing by the College. Nurse may not necessarily be a PHN.

**2. SCOPE OF STUDENT HEALTH SERVICES PROGRAM**

- A. The County shall assist the College Student Health Center in promoting an understanding of health and aid in developing sound health practices by fulfilling the following functions:



1. Giving health counseling and guidance services to students. The PHN will assess health problems and compliance with treatments and assist in providing health services or obtaining health care as needed.
2. Providing first aid to students who present to Student Health Center and emergency response to other on campus locations during normal Student Health Center hours of operation.
3. Providing and distributing health education materials supplied by many agencies through College Health Services.
4. Providing health education and counseling on medical problems such as diabetes, heart condition, epilepsy, orthopedic, counseling concerning family planning, pregnancy, sexually transmitted diseases, etc., advising on resources available in the community.
5. Performing common screening tests such as vision, hearing, blood pressure and blood glucose.
6. Providing information and referral regarding communicable disease control, immunizations (there may be times a limited supply of immunizations are available and given based on need), and provide TB skin tests if indicated.
7. Obtaining and maintaining confidential health records of students.
8. Providing information and/or workshops on drug abuse prevention and AIDS awareness.
9. Setting up or operating (if possible) special health screening clinics.
10. Functioning as a liaison between College personnel and community health resources.
11. Providing health education resources to counselors, instructors and students.
12. Providing communicable disease follow-up on tuberculosis, hepatitis, and other communicable disease reports in conjunction with Public Health Communicable Disease Nurse.
13. Participating in orientation classes relating to health services for new students.
14. Attending appropriate health services/college meetings as necessary.

3. **SPACE, SUPPLIES, SUPPORT SERVICE, EQUIPMENT**

- A. The College will provide suitable space, adequate lighting, telephone service, and furnishings and equipment to County program staff.
- B. Confidential office space for the following is to be provided by the College:
  1. Clerical/Records minimum 120 sq. feet
  2. Nursing Office minimum 100 sq. feet
  3. Exam Room minimum 100 sq. feet with sink
  4. Storage minimum 100 sq. feet
- C. The College will provide furniture and equipment for the Student Health Center. All furniture and equipment provided by the College shall remain the property of the College.
- D. The County will provide medical and first aid supplies, instruments, drugs, and pharmacy supplies as budgeted in Exhibit B.
- E. The County will provide infectious waste disposal through a separate contract and include the costs for such service in the rates set forth in Exhibit B.

Exhibit B  
Solano County – Public Health Nursing  
Solano Community College  
Student Health Services Budget  
FY 2014/15

	<u># of Hr</u>	<u>Total Expense</u>
Public Health Nurse	1,520	\$ 71,022
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Services and Supplies:		
2151 Drugs and Pharmaceuticals	\$ 1,925	
2153 Medical/Dental Supplies	\$ 3,412	
2355 Mileage	\$ 880	
<b>Total Services and Supplies</b>		<b>\$ 6,217</b>
<b>Total Budget</b>		<b>\$ 204,096</b>



**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. TIME**

Time is of the essence in all terms and conditions of this Contract.

**2. TERMINATION**

This Contract may be terminated by County or Customer, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

**3. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**4. WARRANTY**

A. Customer relies upon County's professional ability and training as a material inducement to enter into this Contract. County warrants that County will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws.

B. County further warrants that County possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, or permits, required to perform the work under this Contract.

**5. DEFAULT**

A. If either party defaults in its performance, the non-defaulting party shall promptly notify the defaulting party in writing. If the defaulting party fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and the defaulting party fails to commence to cure the default within 30 days after notification, then this Contract may be terminated with no further notice.

B. If this Contract is terminated because of default, the non-defaulting party shall be entitled to recover from the defaulting party all damages allowed by law.

**6. INDEMNIFICATION**

A. County agrees to indemnify and hold harmless Customer and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees or agents.

B. Customer agrees to indemnify and hold harmless County, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

**7. INSURANCE**

**A. Solano County**

i. County will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of ten thousand dollars (\$10,000), and primary insurance of one hundred thousand dollars (\$100,000) per occurrence through participation in the California State Association of Counties Excess Insurance Authority (CSAC-EIA) for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars



(\$25,000,000) may be provided through participation in the CSAC-EIA. This insurance will be considered primary. County will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. County will maintain Workers' Compensation for all its employees. County represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and a one hundred and fifty million dollar (\$150,000,000) limit with excess coverage through participation in the CSAC-EIA. County will provide evidence of such coverage to Customer. No Customer insurance shall be called upon to satisfy any County claim for workers' compensation.

**B. Customer**

i. Customer will maintain status as a legally self-insured public entity for general liability and will maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence and six hundred thousand (\$600,000) in the aggregate for all activities provided by its employees. Excess liability coverage with limits to twenty-five million dollars (\$25,000,000) may be provided. This insurance will be considered primary. Customer will provide evidence of such coverage to Customer and will name Customer as additional insured.

ii. Customer will maintain Workers' Compensation for all its employees. Customer represents that it is a legally self-insured public entity and maintains a self-insured retention of one hundred and twenty-five thousand dollars (\$125,000) and two million dollar (\$2,000,000) limit with excess coverage through participation in the CSAC-EIA. Customer will provide evidence of such coverage to County. No County insurance shall be called upon to satisfy any County claim for workers' compensation

**8. INDEPENDENT CUSTOMER**

A. The parties mutually understand that this Contract is by and between two independent Customers and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. As an independent contractor, County is not subject to the direction and control of Customer except as to the final result contracted for under this Contract. Customer may not require County to change County's manner of doing business, but may require redirection of efforts to fulfill this Contract.

C. County may provide services to others during the same period County provides service to Customer under this Contract.

**9. COMPLIANCE WITH LAW**

Both parties shall comply with all federal, state and local laws and regulations applicable to its respective performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

**10. CONFLICT OF INTEREST**

A. Both parties warrant that its employees and/or their immediate families and/or elected boards and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, which conflicts with the rendering of services under this Contract.

**11. INSPECTION AND AUDIT**

Authorized representatives of Customer, the state and/or the federal government may inspect and/or audit County's performance, place of business and/or records pertaining to this Contract during reasonable business hours.

**12. NONDISCRIMINATION**

A. In rendering services under this Contract, both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, neither party shall discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**13. UNFORESEEN CIRCUMSTANCES**

County is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond County's reasonable control, provided County gives written notice to Customer of the cause of the delay within 10 days of the start of the delay.

**14. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the Standard Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**15. CHANGES AND AMENDMENTS**

A. County may request changes in Customer's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Customer's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**16. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**17. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.



**18. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service shall supersede any inconsistent version of these documents.

**19. EXECUTION IN COUNTERPARTS**

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

**20. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Customer other than those contained.



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

1. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
Contractor shall execute the form attached as Exhibit D-1.

2. **CONFIDENTIALITY**  
College and County shall not use client specific information for any purpose other than to carrying out the parties' obligations under this Contract and as permitted by law.

SOLANO COUNTY

EXHIBIT D-1

HIPAA BUSINESS ASSOCIATE CERTIFICATION

45 C.F.R. Parts 160-164

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Solano Community College

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The Contractor or grant recipient ("Contractor") named above certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use protected health information it creates for or receives from the County only:
  - (a) For functions and activities on the County's behalf;
  - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
  - (c) As required by law.
  - (d) To provide Data Aggregation services to the County as permitted by 45 CFR § 164.504(e)(2)(i)(B).
  - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use protected health information except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement or in compliance with Social Security Acts § 1173(d) (42 U.S.C. § 1320d-2(d)) and 45 CFR § 164.530 (c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

County of Solano  
Standard Performance Contract

6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR § 164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR § 164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR § 164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR § 164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (5) days of becoming aware of such use or disclosure pursuant to 45 CFR § 164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
  - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
  - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
  - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
  - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.



County of Solano  
Standard Performance Contract

15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

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**CERTIFICATION**

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I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
Contractor or Grant Recipient Signature      Date

\_\_\_\_\_  
Official's Name (type or print)

\_\_\_\_\_  
Title      Federal Tax ID Number

AGENDA ITEM 12. (a)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESIGNATIONS TO RETIRE

REQUESTED ACTION: APPROVAL

SUMMARY

<u>Name</u>	<u>Assignment &amp; Years of Service</u>	<u>Effective</u>
James R. Lewis	Engineer 12 years and 3 months of service at SCC	08/01/14
Ralph Meyer	Lead Engineer 25 years and 0 months of service at SCC	08/02/14

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman  
Consultant, Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707 864-7286

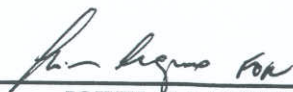
TELEPHONE NUMBER

Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION NO. 13/14-28 SPECIFICATIONS OF  
THE ELECTION ORDER FOR A CONSOLIDATED  
BOARD MEMBER ELECTION (SOLANO COUNTY)

REQUESTED ACTION: APPROVAL AND ADOPTION OF RESOLUTION

SUMMARY:

Pursuant to Elections Code Section 1302 and Education Code Section 5000 the Governing Board of Solano Community College District is required to adopt a resolution stating that an election is ordered for November 4, 2014, for the purpose of electing persons to fill the office of four members for a four-year term to the office of community college trustee. This election shall be consolidated with the election to be held on November 4, 2014.

Candidates, including incumbents, shall pay the costs of the publication of the optional candidate's statement. The candidate's statement shall not exceed 200 words.

The District agrees to reimburse the Registrar of Voters for Solano County in accordance with the provisions of the Education Code.

CONTINUED ON NEXT PAGE:

*Government Code: EC Section 5000; 5304 Board Policy: 1008 Estimated Fiscal Impact: \$400,000  
Elections Code Section 1302* *Projected*

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7112

TELEPHONE NUMBER

Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



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

**TO: Members of the Governing Board**

**SUBJECT: RESOLUTION NO. 13/14-28 SPECIFICATIONS OF  
THE ELECTION ORDER FOR A CONSOLIDATED  
BOARD MEMBER ELECTION (SOLANO COUNTY)**

**REQUESTED ACTION: APPROVAL AND ADOPTION OF RESOLUTION**

---

**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

Governing Board members whose terms expire in 2014 are:

Trustee **Area No. 1:** Pam Keith  
Trustee **Area No. 2:** A. Marie Young  
Trustee **Area No. 4:** Denis Honeychurch, J.D.  
Trustee **Area No. 6:** Sarah E. Chapman, Ph.D.

The period to file a Declaration of Candidacy for the November 4, 2014, election is July 14 – August 8, 2014.

The organizational meeting of the Board shall be held on December 17, 2014. At that time, the Board shall select from among its members the President, Vice President, Representative to the Solano County School Boards Association, and appoint a Secretary.

The abbreviated election calendar (Key Dates) is provided as Attachment A.

It is recommended that the Governing Board adopt Resolution No. 13/14-28.



## November 2014 General Election

### Key Dates

Candidate Nomination Period.....	July 14 – August 8 (E-113) – (E-88)
Extension of Nomination Period (if applicable) .....	August 9 – August 13 (E-87 – E-83)
Declaration of Candidacy for Supreme and Appellate Court Judges .....	July 17 – August 15 (E-110) – (E-81)
Last day to change Candidates Ballot Designation.....	July 29 (E-98)
Semi-Annual Campaign Finance statements due (Form 460) .....	July 31 (E-96)
<u>24-hour reporting of campaign finance period begins (Form 496/497) .....</u>	<u>August 6</u> (E-90)
Randomized Alphabet Drawing .....	August 14 (E-82)
Certified list of candidates .....	August 28 (E-68)
Write-In Period .....	September 8 – October 21
County Sample Ballot pamphlets are mailed (approximate date) .....	September 25 (E-40)
Vote-By-Mail ballots are available .....	October 6 (E-29)
<u>First Pre-Election Statement due (Form 460/470) .....</u>	<u>October 6</u>
<b>Close of Registration .....</b>	<b>October 20</b> (E-15)
<u>Second Pre-Election Statement due (Form 460/470) .....</u>	<u>October 23</u>
Last day ballots can be mailed out to voters .....	October 28 (E-7)
<b>Election Day .....</b>	<b>November 4</b>
Completion of Official Canvass .....	December 2
Semi-Annual Campaign Finance Statements due (Form 460).....	Feb 2

1 SOLANO COMMUNITY COLLEGE DISTRICT  
2 GOVERNING BOARD  
3 SPECIFICATIONS OF THE ELECTION ORDER FOR A  
4 CONSOLIDATED BOARD MEMBER ELECTION  
5 (Solano County)  
6

7 RESOLUTION NO. 13/14-28  
8

9 WHEREAS, Pursuant to Elections Code Section 1302 and Education Code Section 5000,  
10 a regular biennial election for members of the Solano Community College District will be  
11 conducted on November 4, 2014, for the purpose of electing persons to fill the offices of members  
12 of the Board whose terms expire December 5, 2014.  
13

14 NOW, THEREFORE, BE IT RESOLVED AND ORDERED that:

15 1. Pursuant to Education Code Section 5304, a governing board member election is  
16 hereby ordered for November 4, 2014, for the purpose of electing persons to fill the offices of  
17 members whose terms expire December 5, 2014;

18 2. Pursuant to Education Code Sections 5340 through 5345, said governing board  
19 member election shall be consolidated with any other school district, community college, county  
20 board of education, or other election to be held on November 4, 2014;

21 3. Pursuant to Resolution No. 580 unanimously passed and adopted by the Solano  
22 Community College District Governing Board on June 19, 1985, and remaining in force until  
23 rescinded, the candidates, including incumbents, will pay the costs of the publication of the  
24 optional candidate's statement to be included in the sample ballot, and the candidate's statement  
25 shall not exceed 200 words;  
26  
27  
28



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
SPECIFICATIONS OF THE ELECTION ORDER FOR A  
CONSOLIDATED BOARD MEMBER ELECTION**

(Solano County)

**RESOLUTION NO. 13/14-28**

(Continuing – Page 2)

4. The Solano County Superintendent of Schools, pursuant to Education Code Section 5302, shall call said governing board member election in accordance with the provisions of this resolution and order;

5. The form of the matter to be voted upon, as it shall appear on the ballot is as follows:

SOLANO COMMUNITY COLLEGE DISTRICT

Vote for

Trustee Area No. 1

One

SOLANO COMMUNITY COLLEGE DISTRICT

Vote for

Trustee Area No. 2

One

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SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
SPECIFICATIONS OF THE ELECTION ORDER FOR A  
CONSOLIDATED BOARD MEMBER ELECTION  
(Solano County)  
RESOLUTION NO. 13/14-28  
(Continuing – Page 3)

SOLANO COMMUNITY COLLEGE DISTRICT	Vote for
Trustee Area No. 4	One
_____	
_____	
_____	

SOLANO COMMUNITY COLLEGE DISTRICT	Vote for
Trustee Area No. 6	One
_____	
_____	
_____	

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD  
SPECIFICATIONS OF THE ELECTION ORDER FOR A  
CONSOLIDATED BOARD MEMBER ELECTION**

**(Solano County)**

**RESOLUTION NO. 13/14-28**

**(Continuing – Page 4)**

6. The Governing Board of the Solano Community College District agrees to reimburse the Registrar of Voters in Solano County for actual costs accrued for each election, such costs to be calculated by the proration method set forth in the County's current Election Costs Allocation Procedures on the basis of the amount of services provided to the Solano Community College District in accordance with the California Education Code;

7. The Solano County Registrar of Voters, as applicable, is authorized to canvass the returns of the election, and the consolidation shall be governed by Education Code Section 5342 regarding election procedures;

8. A certified copy of this resolution shall be sent to the Solano County Superintendent of Schools as required by Education Code Section 5322; and

9. Pursuant to Education Code Section 5016, in the event of a tie vote, the Solano Community College District Governing Board shall determine the winner or winners by lot, pursuant to Resolution No. 580 unanimously passed and adopted by the Solano Community College District Governing Board on June 19, 1985, and remaining in force until rescinded.



**SOLANO COMMUNITY COLLEGE DISTRICT**  
**GOVERNING BOARD**  
**SPECIFICATIONS OF THE ELECTION ORDER FOR A**  
**CONSOLIDATED BOARD MEMBER ELECTION**

**(Solano County)**

**RESOLUTION NO. 13/14-28**

**(Continuing – Page 5)**

**PASSED AND ADOPTED**, By the Governing Board of the Solano Community College District of Solano County, California, this 18th day of June 2014, by the following vote:

AYES: BOARD MEMBERS: \_\_\_\_\_

NOES: BOARD MEMBERS: \_\_\_\_\_

ABSENT: BOARD MEMBERS: \_\_\_\_\_

**CERTIFICATION**

I, **JOWEL C. LAGUERRE**, do hereby certify that I am Secretary of the Governing Board of the Solano Community College District of Solano County, California, and that the foregoing is a true and correct copy of a resolution passed and adopted by said Board at a regular meeting thereof at the time and by the vote above stated, which resolution is on file in the administrative offices of said school district.

\_\_\_\_\_  
PAM KEITH, BOARD PRESIDENT

\_\_\_\_\_  
JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION TO PROCLAIM THE WEEK OF  
JUNE 15-21, 2014 AS JUNETEENTH WEEK, RESOLUTION  
NO. 13/14-29

REQUESTED ACTION: APPROVAL

SUMMARY

On January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation which stated that "all slaves ... shall be forever free" and later ordered that African-Americans "would be received into the armed services" which established the United States Colored Troops which significantly affected the outcome of the Civil War. On June 19 "Juneteenth" 1865, the Union Army announced that President Abraham Lincoln proclaimed two and one-half years earlier that all slaves are free and that there would be equality of personal and property rights between former masters and slaves which later led to the 13th Amendment that abolished slavery on December 6, 1865.

Since 1997, the U.S. Congress has unanimously passed joint resolutions recognizing Juneteenth as America's Second Independence Day as a symbolic milestone in our nation's journey toward a more perfect union. Americans share a common respect for democratic institutions by which the tenets of freedom are guaranteed and protected, and Juneteenth is a celebration for freedom and justice for all Americans with an emphasis on education, achievement, and tolerance.

Approval is requested at this time.

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

\_\_\_\_\_  
PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

\_\_\_\_\_  
ADDRESS

707-864-7112

\_\_\_\_\_  
TELEPHONE NUMBER

Administration

\_\_\_\_\_  
ORGANIZATION

June 6, 2014

\_\_\_\_\_  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014

\_\_\_\_\_  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO PROCLAIM THE WEEK OF  
JUNE 15-21, 2014 AS JUNETEENTH WEEK**

**RESOLUTION 13/14-29**

**WHEREAS,** On January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation which stated that "all slaves ... shall be forever free" and later ordered that African-Americans "would be received into the armed services" which established the United States Colored Troops which, although barely mentioned in US history literature, significantly affected the outcome of the Civil War as over 200,000 African-Americans served in the Union Army and Navy; and

**WHEREAS,** On June 19 "Juneteenth" 1865, the Union Army finally announced in Texas that President Abraham Lincoln proclaimed two and one half years earlier that all slaves are free and that there would be equality of personal and property rights between former masters and slaves which later led to the 13th Amendment that abolished slavery on December 6th, 1865; and

**WHEREAS,** From our historic and beautiful County of Solano, we remember and honor all of our fallen heroes who paid the ultimate price for our great country whose names are forever etched in every city's memorial park, including our two recipients of the Congressional Medal of Honor, Robert H. Young and Anund C. Roark; and

**WHEREAS,** It would take decades of struggle and collective effort before African-Americans were granted equal treatment and protection under the law, and since 1997, the U.S. Congress has unanimously passed joint resolutions recognizing Juneteenth as America's Second Independence Day as a symbolic milestone in our nation's journey toward a more perfect union; and

**WHEREAS,** Diverse Americans share a common respect for democratic institutions by which the tenets of freedom are guaranteed and protected, and Juneteenth is a celebration for freedom and justice for all Americans with an emphasis on education, achievement, and tolerance; and

**WHEREAS,** All citizens are invited to come together and celebrate Vallejo's 26th Annual Juneteenth Celebration on Saturday, June 21 at City Park, 425 Alabama St. as a day to celebrate our freedom, family, and community, and to recognize the achievements of the African-American community by enjoying a spirit of peace, respect, and brotherly love, and, more importantly, to honor and salute our county's rich cultural legacy and diversity.



**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION TO PROCLAIM THE WEEK OF  
JUNE 15-21, 2014 AS JUNETEENTH WEEK**

**RESOLUTION 13/14-29**

**(Continuing – Page 2)**

**NOW, THEREFORE, BE IT RESOLVED,** That the Solano Community College District Governing Board hereby declares June 15-21, 2014 as Juneteenth Week to celebrate Vallejo's 26th Annual Juneteenth Celebration on Saturday, June 21 at City Park, 425 Alabama Street, to acknowledge a part of our history that continues to influence our society today, to urge all citizens to become more aware of the significance of this celebration in African-American history and in the heritage of our nation and county, and, most importantly, to recommit ourselves to the ongoing work of guaranteeing liberty and equal rights for all Americans.

---

PAM KEITH  
BOARD PRESIDENT

---

JOWEL C. LAGUERRE, Ph.D.  
SUPERINTENDENT-PRESIDENT, SECRETARY

AGENDA ITEM 13. (c)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: RESOLUTION DECLARING JUNE 22-29, 2014 AS LGBT  
PRIDE WEEK, RESOLUTION NO. 13/14-30

REQUESTED ACTION: APPROVAL

SUMMARY:

Since our beloved Nation's Declaration of Independence, our Constitution has declared that everyone is created equal, that they are endowed by their Creator with certain unalienable rights, and they deserve the same rights, privileges, and opportunities; and as our Nation has striven to fulfill that promise, ordinary and diverse Americans have led a proud and relentless march toward freedom, fairness, and full equality under the law, not just for some, but for all.

Resolution No. 13/14-30 declares June 22-29, 2014, as Lesbian, Gay, Bisexual, and Transgender (LGBT) Pride Week to commemorate the 45<sup>th</sup> anniversary of the Stonewall incident, to acknowledge that all Americans are affected as long as the promise of equality for all remains unfulfilled, to urge everyone to work together to advance the principles upon which our great Nation was founded, and that during LGBT Pride Week we call upon everyone in the Solano Community College District to promote equal rights for all regardless of sexual orientation or gender identity, and to eliminate prejudice everywhere it exists, and to celebrate the great diversity of the American people.

Approval is requested at this time.

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

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7112

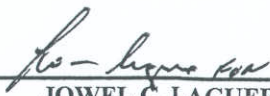
TELEPHONE NUMBER

Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



**SOLANO COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD**

**RESOLUTION DECLARING JUNE 22-29, 2014 AS LGBT PRIDE WEEK**

**RESOLUTION NO. 13/14-30**

**WHEREAS**, Since our beloved Nation's Declaration of Independence, our Constitution has declared that everyone is created equal, that they are endowed by their Creator with certain unalienable Rights, and they deserve the same rights, privileges, and opportunities; and as our Nation has striven to fulfill that promise, ordinary and diverse Americans have led a proud and relentless march toward freedom, fairness, and full equality under the law not just for some, but for all;

**WHEREAS**, Our beloved Nation has been forged by those who organized, stimulated, and advocated for change, who wielded that love is stronger than hate and hope more powerful than insult or injury, who fought to build for themselves a community and a Nation where no one is a second-class citizen, where no one is denied basic rights, and all of us are free with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness;

**WHEREAS**, On June 28, 1969, patrons at the Stonewall Inn in New York City resisted blatant harassment that had become all too common for members of the Lesbian, Gay, Bisexual, and Transgender (LGBT) community, and out of this resistance, the LGBT rights movement in America was born; and the story of America's LGBT community is the story of our fathers and sons, our mothers and daughters, and our friends and neighbors who continue the task of making our great country a more perfect Union, and it is a story about the struggle to realize the great American promise that all people can live with dignity and fairness under the law;

**WHEREAS**, LGBT Americans have enriched and strengthened the fabric of our beloved America from business leaders and teachers to athletes and Service members, and LGBT individuals have achieved success and prominence in every discipline at every level; and as we celebrate LGBT Pride Week at a moment of great hope and progress, we must recognize that more needs to be done even as support for LGBT equality is growing, led by a generation which understands that, in the words of Dr. Martin Luther King, Jr., "Injustice anywhere is a threat to justice everywhere;" and



**SOLANO COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD**

**RESOLUTION DECLARING JUNE 22-29, 2014 AS LGBT PRIDE WEEK**

**RESOLUTION NO. 13/14-30**

**(Continuing – Page 2)**

**WHEREAS**, Our commitment to advancing equality for the LGBT community must extend far beyond our college district because in many places, LGBTs face profiling that lead to outright bullying and discrimination, and these are unacceptable violations to basic human rights; and this week, as we mark 45 years since the Stonewall Inn patrons defied an unjust policy and awakened a movement, let us honor every brave leader and everyone who supported them along the way, and following their example, let each of us speak for tolerance, justice, and dignity because if hearts and minds continue to change over time, laws will change too; therefore

**BE IT RESOLVED**, That Solano Community College District does hereby declare June 22-29, 2014 as Lesbian, Gay, Bisexual, and Transgender Pride Week to commemorate the 45th anniversary of the Stonewall incident, to acknowledge that all Americans are affected as long as the promise of equality for all remains unfulfilled, to urge everyone to work together to advance the principles upon which our great Nation was founded, and that during LGBT Pride Week we call upon everyone in the Solano Community College District to promote equal rights for all regardless of sexual orientation or gender identity, and to eliminate prejudice everywhere it exists, and to celebrate the great diversity of the American people.

**PASSED AND ADOPTED**, This 18th day of June 2014, by the Solano Community College District Governing Board, Fairfield, California, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

**PAM KEITH, BOARD PRESIDENT**

---

**JOWEL C. LAGUERRE, Ph.D., SECRETARY** -69-

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SECOND READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 1000 – NEW AND REVISED

REQUESTED ACTION: APPROVAL

SUMMARY:


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

The revised policies have been reviewed by the Board Policies and Procedures Adhoc Subcommittee and vetted through the Shared Governance Council and Superintendent-President's Council. Approval is requested at this time.

- Policy No. 1000 – Governing Board Policies and Procedures - Revised
- Policy No. 1007 – Student Trustee – Revised
- Policy No. 1009 – Election of Student Trustee – Revised
- Policy No. 1014 – Compensation, Payment of Expenses and Benefits – Revised
- Policy No. 1020 – Code of Ethics/Standards of Practice – Revised
- Policy No. 1021 – Violation of Board Code of Ethics – No Change
- Policy No. 1030 – Closed Sessions – Revised
- Policy No. 1035 – Quorum and Voting - Revised

CONTINUED ON NEXT PAGE:

<i>Government Code:</i>		<i>Board Policy: Series 1000</i>		<i>Estimated Fiscal Impact: \$ N/A</i>	
<b>SUPERINTENDENT'S RECOMMENDATION:</b>		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL		
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE		
<hr/>					
Jowel C. Laguerre, Ph.D. Superintendent-President					
<hr/>					
<b>PRESENTER'S NAME</b>					
<hr/>					
360 Campus Lane, Suite 201 Fairfield, CA 94534					
<hr/>					
<b>ADDRESS</b>					
<hr/>					
707 864-7112					
<hr/>					
<b>TELEPHONE NUMBER</b>					
<hr/>					
Administration					
<hr/>					
<b>ORGANIZATION</b>					
<hr/>					
June 6, 2014					
<hr/>					
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>					

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<hr/>	
JOWEL C. LAGUERRE, Ph.D. Superintendent-President	
<hr/>	
June 6, 2014	
<hr/>	
DATE APPROVED BY SUPERINTENDENT-PRESIDENT	

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

**TO:** Members of the Governing Board

**SUBJECT:** SECOND READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 1000 – NEW AND REVISED

**REQUESTED ACTION:** APPROVAL

---

**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

- Policy No. 1036 - Agendas – Revised
- Policy No. 1037 – Order of Business – Revised
- Policy No. 1042 – Public Participation at Board Meetings – Revised
- Policy No. 1043 – Speakers – Revised
- Policy No. 1052 – First and Second Reading Procedure for Establishing or Changing the Policies and Regulations – Revised
- Policy No. 1054 – Suspension of Policy or Regulation – Revised
- Policy No. 1073 – Committees of the Board – Revised
- Policy No. 1077 – Participation in Local Decision Making – New
- Policy No. 1095 – Political Activity - Revised



## SOLANO COMMUNITY COLLEGE DISTRICT

### GOVERNING BOARD POLICIES AND PROCEDURES

1000

#### POLICY:

~~The Governing Board (also hereinafter referred to as the Board) shall conduct its business in accordance with District policies and procedures.~~

~~Policies and procedures of the Governing Board may be adopted, revised or rescinded at any regular or special meeting of the Board in accordance with procedures adopted by the Board.~~

*The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.*

*The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to district activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.*

*Policies of the Board may be adopted, revised, added to or amended at any regular board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended.*

*Administrative procedures are to be issued by the Superintendent-President as statements of method to be used in implementing Board Policy. Such administrative procedures shall be consistent with the intent of Board Policy. Administrative procedures may be revised as deemed necessary by the Superintendent-President.*

*The Superintendent-President shall, annually provide each member of the Board with or any administrative procedure revisions since the last time they were provided. The Board reserves the right to direct revisions of the administrative procedures should they,*

*in the Board's judgment, be inconsistent with the Board's own policies.*

*Copies of all policies and administrative procedures shall be readily available to District employees through the Superintendent-President.*

**REFERENCES/  
AUTHORITY:**

Education Code Section 70902

Accreditation Standard IV.B.1.b.&c.

Solano Community College District Governing Board

**BP1000**

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; June 6, 2007; Reviewed June 15, 2010;  
April 2, 2014; XXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### STUDENT TRUSTEE

1007

#### POLICY:

The Board shall include one (1) non-voting student member. The Student Trustee serves a one-year term commencing with the second Board meeting in May of each year.

The Student Trustee shall be a resident of California at the time of nomination, and during the term of service, and ~~shall be enrolled in and maintain a minimum of six (6) units.~~ *The student member shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service.*

Per ASSC bylaws, a minimum cumulative grade point average (GPA) of 2.3 in all course work taken at Solano Community College at the time of the filing to run for office and during the time the Student Trustee serves in office is required. The student trustee may be employed as a Student Worker.

~~The Student Trustee shall have completed six (6) units of course work at Solano Community College at the time of filing to run for office and shall complete a minimum of six (6) units in each semester they hold office.~~

The Student Trustee is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The Student Trustee shall be entitled to any mileage allowance necessary to attend Board meetings to the same extent as publicly elected trustees. The Student Trustee is not held liable for any acts of the Board of Trustees.

The Board shall afford the Student Trustee the following privileges:

- The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board;



- The privilege to receive compensation for meeting attendance at a level of one hundred fifty dollars (\$150.00) per month.

If a Student Trustee wishes to cast an advisory vote, it shall be taken prior to the Board's vote.

**REFERENCES/  
AUTHORITY:**

California Education Code Section 72023.5

Solano Community College District Governing Board

Associated Students of Solano College Constitution and Bylaws

**BP1007**

**ADOPTED:**

June 6, 2007

**REVISED:**

Reviewed June 15, 2010; April 2, 2014; XXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### ELECTION OF STUDENT TRUSTEE

1009

#### **POLICY:**

The Student Trustee shall be elected by the Associated Students of Solano College (ASSC) in a general election held for that purpose. An election shall be held in the Spring Semester so that the office is filled by the second Board meeting of May. The election shall be conducted in accordance with the Associated Students of Solano College Election Code provided that the code is not in violation with governing Board policies.

~~If the office becomes vacant by reason of the resignation or disqualification of an elected Student Trustee, or by any other reason, a special election shall be held. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Superintendent/President.~~

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law and these policies. The successful candidate must receive a plurality of all votes cast. The election will be conducted in accordance with administrative procedures established by the Superintendent/President.

*If the office becomes vacant because the student trustee becomes ineligible for the office, resigns, or dies, then the governing board may authorize the officers of the ASSC (established pursuant to Education Code Section 76060) to appoint a student to serve the remainder of the term in accordance with procedures established by the governing board.*

*A special election shall be held, if the student is recalled. Refer to Board procedures for 1009 for recall procedures.*

**ELECTION OF STUDENT TRUSTEE**

**1009**

**REFERENCES/**

**AUTHORITY:** California Education Code Section 72023.5, 72103

California Attorney General 126 (1979)

Associated Students of Solano College Constitution, Bylaws,  
and Election Code

**BP1009**

**ADOPTED:** June 6, 2007

**REVISED:** Reviewed June 15, 2010; April 2, 2014; XXXXXXXX

REVISED



## SOLANO COMMUNITY COLLEGE DISTRICT

### COMPENSATION, PAYMENT OF EXPENSES AND BENEFITS

1014

#### POLICY:

Members of the Board who attend all Board meetings shall receive \$240 per month ~~and the student member \$150 per month~~. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended. A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the Community College District, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

Board members shall be reimbursed for actual expenses incurred in carrying out the authorized duties and responsibilities of the Board. These include expenses incurred in travel on District business and authorized attendance at conferences or professional meetings. ~~The Student Trustee shall be compensated for mileage to attend Governing Board meetings.~~

Members of the Board (except the Student Trustee) shall be permitted to participate in the District's health benefit programs.

Former members of the Board may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years. All other former Board members may continue to participate in the District's health benefits programs on a self-pay basis.

Board members who are elected or appointed to the Board after their retirement as employees of the District may elect to postpone or suspend their receipt of District-paid health benefits which they are eligible to receive as retired employees of the District and instead receive District-paid benefits under this policy.

For purposes of their entitlement to District-paid health, *dental (if selected)* and vision insurance as retired District employees, such Board members shall be treated as having retired from the District on the date *that* their membership on the Board terminates. However, their period of eligibility for retired employee benefits shall not exceed a total of ten (10) years, not including the time served as Board members.

**REFERENCES/  
AUTHORITY:**

Government Code Section 53201; 53208.5

California Education Code Sections 4090; 35120; 72024;  
72023.5; 72423

**BP1014**

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; May 19, 1999; September 5, 2001; June 6,  
2007; Reviewed October 20, 2010; XXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### CODE OF ETHICS/STANDARDS OF PRACTICE

1020

#### **POLICY:**

The following standards of performance establish a norm for trustee performance. The adoption of these standards is the Board commitment to a set of values guiding the performance of Board members.

Each member of the Governing Board shall:

1. Hold the educational welfare of the students of the District as a primary concern by:
  - a. Ensuring that the District maintains equality of opportunity for all students regardless of race, creed, sex, sexual orientation, religion, age, physical ability, or national origin.
  - b. Communicating the Board's interest in and respect for student accomplishments by attending student ceremonies and events.
2. Recognize that authority rests only with the Board in a legally constituted meeting and not with individual members.
3. Promote and maintain good relations with fellow Board members by:
  - a. Giving each member courteous consideration of his/her opinion.
  - b. Recognizing the importance of keeping an open mind and promoting the opportunity to think through other facts and points of view which may be presented at legally constituted Board meetings.
4. Recognize that he/she is responsible to all citizens of the District, not solely to those who elected the member. The authority delegated to the Board member by the voters must be exercised with as much care and concern for the least influential as for the most influential member of the community.
5. Attend and participate in all meetings insofar as possible, having prepared for discussion and decision by studying all agenda materials.



- a. Base decisions upon all available facts in each situation.
- b. Maintain independent judgment unbiased by private interest or partisan political pressure.
- c. Abide by and uphold the final majority decision of the Board.

6. Recognize that the primary function of the Board is to establish the policies by which Solano Community College District is to be administered. Welcome and encourage the active involvement of employees, students, and the public, and consider their views in deliberations and decisions as a Board member *by adhering to the law and spirit of the open meeting laws and regulations.*

7. Delegate authority to the Superintendent-President as the chief executive officer and confine Board action to policy determination, planning, overall approval and evaluation, and maintaining the fiscal stability and instructional integrity of the District.

8. Conduct all District business in open public meetings and hold Closed Sessions only for those purposes permitted by law. Maintain confidentiality of all privileged information communicated in Closed Session.

9. Avoid any situation that may constitute a conflict of interest. Inform the entire Board or the Board President when a matter under consideration might involve or appear to involve a conflict of interest.

10. Utilize opportunities to enhance his/her role as a Board member through participation in educational conferences, workshops, and training sessions offered by local, state, and national organizations. This also includes being informed about the actions and positions of state and national community college trustees' associations.

11. *Adhere to the Board Code of Conduct adopted February 4, 2009.*

**CODE OF ETHICS/STANDARDS OF PRACTICE**

**1020**

**REFERENCES/**

**AUTHORITY:** Solano Community College District Governing Board  
Accreditation Standards IV.B.1.a, e, and h

**BP1020**

**ADOPTED:** October 6, 1993

**REVISED:** May 19, 1999; June 6, 2007; Reviewed June 2, 2010;  
XXXXXXX

**REVISED**

## SOLANO COMMUNITY COLLEGE DISTRICT

### VIOLATION OF BOARD CODE OF ETHICS

1021

**POLICY:** Charges by any person that a Board member has violated BP 1020 shall be directed to the Board President or the Governing Board.

The Board President or an Adhoc Committee shall review any charge of any trustee violation of the Board Code of Ethics as set forth in BP 1020 (the "Charge"), which Charge is presented in writing to the Board President. The Board President or an Adhoc Committee shall then determine whether a violation of the Board Code of Ethics as set forth in BP 1020 is contained in the Charge. The accused trustee shall be informed immediately of the Charge and provided with all information obtained by the Board President or other Board members. The accused trustee shall not be entitled to vote in proceedings held under this section.

If the Charge states that the Board President committed the violation, the Board Vice President shall assume the role of Board President for the purpose of this section. If both the Board's President and Vice President are named in the Charge, an Adhoc Committee composed of three trustees not subject to the Charge will examine the Charge. The Adhoc Committee will be appointed by the Board and appoint a chair.

If the Board President or Adhoc Committee determines a violation of the Board Code of Ethics as set forth in BP 1020 is contained in the Charge, the Board President or chair of the Adhoc Committee shall request from any party any relevant, available evidence, including documents, statements, recordings and other items that tend to show that facts that constitute the violation did or did not occur (the "Evidence"). The accused trustee shall have the right to present any evidence relevant to a determination of guilt or innocence, including the right to face and question any accuser.

Once the Board President or chair of the Adhoc Committee has assembled the evidence, then the Charge and the evidence shall be presented to the Board for action within a reasonable period of time. The Board shall determine whether (1) the Charge is a violation of the Board Code of Ethics as set forth in BP 1020; and, (2) the evidence proves that the facts constituting the Charge did occur. If the Board, by majority vote, determines both in the affirmative, accused trustee shall be deemed "Guilty of Ethical Violation" by the Board.



The Board shall then, by majority vote, determine what further action to take, if any. Possible courses of action include, but are not limited to, censure or any other consequence on the advice of Board counsel.

If, after the trustee is deemed Guilty of Ethical Violation, the Board President or chair of the Adhoc Committee determines that the Charge may contain a violation of an applicable criminal code, the Board shall consult outside legal counsel for a professional opinion whether or not it does. After such consultation, the Board may refer the Charge and the evidence to the Solano County District Attorney upon a unanimous vote of the Board, excluding the accused trustee(s).

**REFERENCES/**

**AUTHORITY:**

Solano Community College District Governing Board

Accreditation Standard IV.B.1.h

**BP1021**

**ADOPTED:**

June 6, 2007

**REVISED:**

Reviewed October 20, 2010; *Reviewed May 21, 2014*

## SOLANO COMMUNITY COLLEGE DISTRICT

### CLOSED SESSIONS

1030

#### POLICY:

Closed sessions of the Board shall only be held as permitted by applicable legal provisions, including, but not limited to, the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- The appointment, employment, evaluation of performance, discipline or dismissal of a public employee.
- Charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- Advice of counsel on pending litigation, as defined by law.
- Consideration of tort liability claims as part of the District's membership in any joint powers agency formed for purposes of insurance pooling.
- Real property transactions.
- Threats to public security.
- Review of the District's position regarding labor negotiations and giving instructions to the District's designated negotiator.
- Discussion of student disciplinary action, with final action taken in public.
- Conferring of honorary degrees.
- Consideration of gifts from a donor who wishes to remain anonymous.
- To consider its response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote *or abstention* of every member present.

## CLOSED SESSIONS

1030

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be discussed by action of the Board or by law.

If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Superintendent-President. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.

### REFERENCES/ AUTHORITY:

California Government Code Sections 11125.4; 54956.8;  
54956.9; 54957; 54957.6

California Education Code Section 72122

BP1030

ADOPTED: July 7, 1982

REVISED: March 18, 1987; June 6, 2007; Reviewed October 20, 2010;  
XXXXXX



## SOLANO COMMUNITY COLLEGE DISTRICT

### QUORUM AND VOTING

1035

**POLICY:** A quorum of the Board shall consist of four members, excluding the Student Trustee.

The Board shall act by majority vote of all the membership of the Board, except as noted below.

No action shall be taken by secret ballot. *The Board will publicly report any action taken in open session and the vote or abstention of each individual member present.*

The following actions require a two-thirds majority of all members of the Board:

- Resolution of intention to sell or lease real property (except where a unanimous vote is required).
- Resolution of intention to dedicate or convey an easement.
- Resolution authorizing and directing the executive and delivery of a deed.
- Action to declare the District exempt from the approval requirements of a planning commission or other local land use body.
- Appropriation of funds from an undistributed reserve.
- Resolution to condemn real property.

The following actions require a unanimous vote of all members of the Board:

- Resolution authorizing a sale or lease of District real property to the state, any county, city, or to any other school or community college district.
- Resolution authorizing lease of District property under a lease for the production of gas.

A roll call vote is required on all resolution and any Board member may request a roll call vote on any motion.

## QUORUM AND VOTING

1035

### REFERENCES/

#### AUTHORITY:

California Education Code Sections 72000(d)(3); 81310 et seq.; 81365; 81511; 81432

California Government Code Section 53094; ~~54950~~.et seq.

Code of Civil Procedure Section 1245.240

Solano Community College District Governing Board

BP1035

#### ADOPTED:

July 7, 1982

#### REVISED:

March 18, 1987 (Voting); May 19, 1999; June 6, 2007;  
Reviewed October 20, 2010; ~~XXXXXXX~~

REVISED

## SOLANO COMMUNITY COLLEGE DISTRICT

### AGENDAS

1036

#### POLICY:

##### Preparation of Board Agenda

The agenda of the meeting will be prepared and presented by the Superintendent-President *in consultation with the Board President*. Members of the public may request to place items on the agenda which relate directly to District business by submitting them in writing on the appropriate District form, along with any back-up materials to be considered, to the Superintendent/President at least eight (8) working days prior to the meeting. Any Board member who wishes an item to be placed on the agenda shall request the President of the Board or the Superintendent-President to include it thereon.

Agenda items initiated by members of the public shall be placed on the Board's agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90-day period following the initial submission.

##### Posting of Board Agenda

The agenda shall be posted at the College ~~for~~ *and accessible for viewing by* the public and District employees adjacent to the place of meeting at least seventy-two (72) hours prior to the time of a regular meeting and at least twenty-four (24) hours prior to a special meeting. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability. Agendas will also be available at Board meetings.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- A majority decides there is an "emergency situation" as defined for emergency meetings.



- Two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted.
- ~~An item appeared on the agenda of, and~~ *An agenda item that* was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Superintendent-President shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a Board meeting by submitting a written summary of the item to the Superintendent-President. The written summary must be signed by the initiator. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

#### Amendment of the Agenda

The agenda may be amended by the Board prior to adoption, except that no item may be added which requires action unless it is an emergency item.

#### Consent Agenda

The consent agenda is a list of actions for routine items that are self-explanatory or require no discussion. Any Board member, District employee, or interested citizen may request an item be removed from the consent agenda to another place on the agenda for discussion before action.

**REFERENCES/  
AUTHORITY:**

California Education Code Section 72121; 72121.5

California Government Code Section 54954 et seq.,  
54954.2; 54956; 54956.5; 6250 et seq.

Robert's Rules of Order

Solano Community College District Governing Board

**BP1036**

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; May 19, 1999; June 6, 2007; Reviewed  
October 20, 2010; XXXXXXXXX

## SOLANO COMMUNITY COLLEGE DISTRICT

### ORDER OF BUSINESS

1037

**POLICY:** The order of business for regular Board meetings is as follows, unless otherwise ordered:

1. Call to Order
2. Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Approval of Agenda
5. Comments from Members of the Public
6. Closed Session, if called
7. Reconvene Regular Meeting
8. Report of Action Taken in Closed Session
9. *Comments from Members of the Public (Continued)*
10. Reports

Superintendent  
Associated Students of Solano College (ASSC)  
Academic Senate  
Shared Governance Council

*Superintendent*

11. Consent Agenda – Action Items

Superintendent-President  
Human Resources  
~~Administrative and Business Services~~  
*Finance and Administration*  
Academic Affairs  
Student Services  
Information Systems



## SOLANO COMMUNITY COLLEGE DISTRICT

### ORDER OF BUSINESS

1037

12. Items Removed from Consent Agenda
13. Retirements of Staff with 10 or More Years of Service
14. Non-Consent Agenda Items – Action Items
  - Superintendent-President
  - Human Resources
  - ~~Administrative and Business Services~~
  - Finance and Administration***
  - Academic Affairs
  - Student Services
  - Information Systems
15. Information/Action Items – Action May Be Taken
16. Information Items – No Action Required
17. Announcements
18. Items from the Board
19. Adjournment

The President of the Board may rearrange the agenda during a meeting if there is no objection from a majority of the members present.

#### REFERENCES

#### AUTHORITY:

Solano Community College District Governing Board

BP 1037

ADOPTED: July 7, 1982

REVISED: March 18, 1987; September 21, 1994; May 19, 1999;  
October 20, 1999; June 6, 2007; December 16, 2009;  
Reviewed October 20, 2010; XXXXXXXXXXXX

Page 2 of 2

## SOLANO COMMUNITY COLLEGE DISTRICT

### PUBLIC PARTICIPATION AT BOARD MEETINGS

1042

**POLICY:** The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of two ways:

#### Items Not on Board Agenda

1. There will be a time at each regularly scheduled Board meeting for the general public to discuss items not on the agenda. Members wishing to present such items shall submit a Public Comment Card at the beginning of the meeting to the Superintendent-President that summarizes the item and provides his or her name and organizational affiliation, if any. No action may be taken by the Board on such items.

#### Items on Published Board Agenda

2. Members of the public may place items on the prepared agenda in accordance with Board Policy 1036. A written summary of the item must be submitted to the Superintendent-President at least eight (8) workdays prior to the Board meeting on the District's official Board agenda item form. The summary must be signed by the initiator, contain his or her residence or business address, and organizational affiliation, if any.

#### Written or Spoken Communications on Board Agenda Items

Members of the public also may submit written communications to the Board on items on the agenda and/or speak to agenda items at the Board meeting. Written communication regarding items on the Board's agenda should reach the office of the President not later than three (3) calendar days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and

shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.

Individuals or groups requesting to address the Board must complete a Public Comment Card. Public Comment Cards are available at the press table and must be submitted to the Board Secretary at the meeting. Individuals or groups wishing to make presentations to the Board are encouraged to contact the Superintendent/President as far in advance as possible so that adequate arrangements may be made for time on the agenda.

Comments must be addressed to the Board as a whole and not to individual members or District employees.

These items will be heard under the agenda item "Comments from Members of the Public." Except as extended by the Board President or action of the Board, individuals shall be limited to three (3) minutes on any one (1) topic or item.

**REFERENCES/****AUTHORITY:**

California Education Code Section 72121; 72121.5

California Government Code Section 54950 et seq.; 4954.3;  
54957.5

Solano Community College District Governing Board

**BP1042**

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; September 21, 1994; May 19, 1999;  
June 6, 2007; Reviewed October 20, 2010; XXXXXXXXXX



## SOLANO COMMUNITY COLLEGE DISTRICT

### SPEAKERS

1043

#### POLICY:

Except as extended by the Board President or action of the Board, individuals shall be limited to three (3) minutes on any one (1) topic or item. Oral presentations relating to a matter on the agenda, including those on the Consent Agenda, shall be heard before a vote is called on the item.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

Those wishing to speak to the Board are subject to the following:

- The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
- Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
- Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to *the public notice requirements of Governing Code Section 3547 and the policies of this Board implementing that section.*
- They shall complete a Public Comment Card to address the Board at the beginning of the meeting at which they wish to speak.
- The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.
- No member of the public may speak without being recognized by the President of the Board.

- Each speaker will be allowed a maximum of three (3) minutes per topic. The Board President can establish a reasonable maximum time allotment for public speakers on one (1) subject regardless of the number of speakers at any one (1) Board meeting.
- Each speaker coming before the Board is limited to one (1) presentation per specific agenda item before the Board, and to one (1) presentation per meeting on non-agenda matters.
- *The 3 (three) minutes time allotted for speaking per topic is only allotted for the individual whose name is on the Public Comment Card that is submitted at the beginning of the meeting. No speaker can yield their 3 (three) minutes or a portion of their 3 (three) minutes to another speaker.*
- Roberts Rules of Order, 11<sup>th</sup> ed. Section 43: *In the case of a public meeting wherein public comment is allowed, "debate" would include public comments as discussion and "member" would include members of the public. Rights in regard to debate are not transferable. Unless the organization has a special rule on the subject, a member cannot yield any unexpired portion of his time to another member, or reserve any portion of his time for a later time.*

REFERENCE  
AUTHORITY

California Government Code Sections 54950, et seq.

California Education Code Section 72121.5

Roberts Rules of Order, 11th ed. Section 43

BP1043

ADOPTED: July 7, 2007

REVISED: Reviewed October 6, 2010; *Revised XXXXXXXX*

SOLANO COMMUNITY COLLEGE DISTRICT

FIRST AND SECOND READING PROCEDURE FOR ESTABLISHING OR  
CHANGING THE POLICIES AND REGULATIONS

1052

**POLICY:** Proposals to establish or change Board policies and/or regulations will appear on the published agenda at least one (1) time with the note "First Reading" prior to the meeting at which action is taken on the matter.

**REFERENCES/  
AUTHORITY:**

Solano Community College District Governing Board

**BP1052**

**ADOPTED:** July 7, 1982

**REVISED:** June 6, 2007; Reviewed October 20, 2010; xxxxxx

REVISED



SOLANO COMMUNITY COLLEGE DISTRICT

SUSPENSION OF POLICY ~~OR REGULATION~~

1054

**POLICY:** Any policy ~~or regulation~~ may be suspended or rescinded by a majority vote of the entire Board. This vote will be taken by roll call and will be entered in the minutes of the meeting.

**REFERENCES/  
AUTHORITY:**

Solano Community College District Governing Board

BP1054

**ADOPTED:** July 7, 1982

**REVISED:** June 6, 2007; Reviewed October 20, 2010; XXXXXX

REVISED

## SOLANO COMMUNITY COLLEGE DISTRICT

### COMMITTEES OF THE BOARD

1073

#### POLICY:

The Board may, by action, establish committees that it determines are necessary to assist the Board in its responsibilities. Any *standing* committee established by Board action shall comply with the requirements of the Brown Act and with these policies regarding open meetings.

Board *Adhoc* committees that are composed solely of less than a quorum of members of the Board and do not have authority that may lawfully be exercised by the Board itself, are not required to comply with the Brown Act, or with these policies regarding open meetings.

Board committees have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

The Board has established the following *standing* committee:

- Audit Committee.

#### REFERENCES/

#### AUTHORITY:

California Government Code Section 54952

BP1073

#### ADOPTED:

June 6, 2007

#### REVISED:

Reviewed October 20, 2010; xxxxxxxx

## SOLANO COMMUNITY COLLEGE DISTRICT

### PARTICIPATION IN LOCAL DECISION MAKING

1077

#### POLICY:

The Governing Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the District participate in developing recommended policies for Board action and administrative procedures for Superintendent-President action under which the District is governed and administered.

Each of the following groups shall participate as required by law in the decision-making processes of the District:

#### Academic Senate(s) (Title 5, Sections 53200-53206.)

The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.

#### Staff (Title 5, Section 51023.5)

Staff shall be provided with opportunities to participate in the formulation and development of District policies and procedures that have a significant effect on staff. The opinions and recommendations of the groups will be given every reasonable consideration.

#### Students (Title 5, Section 51023.7.)

The Associated Students shall be given an opportunity to participate effectively in the formulation and development of District policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on District committees or task forces shall be made after consultation with the Associated Students.



## SOLANO COMMUNITY COLLEGE DISTRICT

### PARTICIPATION IN LOCAL DECISION MAKING

1077

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate within the following timeframe:

- (1) The applicable campus group or groups shall have no more than two months (three months if over summer or semester break) from the Board's first reading of a policy to propose addition(s)/deletion(s) to a policy or agree to policy as submitted to the Board for first reading.
- (2) After a policy has been perused by all applicable campus groups for their input, the Secretary of the Board shall submit the proposed policy to the Board Ad Hoc Policy Committee within two weeks following the meeting date at which policy was reviewed by the last campus group submitting their input on the policy that was submitted to the Board for first reading.
- (3) The Board Ad Hoc Policy Committee will recommend the policy to the Board for approval by the second Governing Board meeting following receipt of policy from the Secretary of the Board.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, et seq.

#### REFERENCES/ AUTHORITY:

Education Code Section 70902(b)(7); Title 5 Sections 53200 et seq., (Academic Senate), 51023.5 (Staff), 51023.7 (Students)

Accreditation Standard IV.A

BP 1077

ADOPTED:

xxxxxxxxxxxxxx

## SOLANO COMMUNITY COLLEGE DISTRICT

### POLITICAL ACTIVITY

1095

**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 *the possible effects of District bond issues or other* 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.

**REFERENCES/  
AUTHORITIES:** Education Code Sections 7054; 7056  
Government Code 8314

**BP 1095**

**ADOPTED:** May 1, 2013

**REVISED:** xxxxxxxxxx

AGENDA ITEM 13. (e)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: DIXON MEMORANDUM OF UNDERSTANDING

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Solano Community College District (SCCD) and Dixon Unified School District (DUSD) have been working on an agreement to implement a College Advancement Program (CAP). This program started last January, and both DUSD and SCCD are interested in furthering this collaborative partnership.

This item was presented for information on May 21, 2014.

Approval is requested at this time.

Government Code: Board Policy: Estimated Fiscal Impact: \$ N/A  
BOT Goals 2013-14: #3  
CEO Goals 2013-14: #5

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

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

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707 864-7112


**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

June 6, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE SOLANO COMMUNITY COLLEGE DISTRICT  
AND THE DIXON UNIFIED SCHOOL DISTRICT  
CONCERNING THE COLLEGE ADVANCEMENT PROGRAM (CAP)**

This Memorandum of Understanding (MOU) is made between the Solano Community College District ("SCCD") and the Dixon Unified School District ("DUSD"). SCCD and DUSD agree as follows:

**RECITALS:**

A. Dixon Unified School District ("DUSD") is a California K-12 public school district located in Solano County, CA. DUSD governs and operates Dixon High School ("DHS") located at 555 College Way, Dixon, CA 95620, for the benefit of Dixon students;

B. Solano Community College District ("SCCD") is a California Community College District located in Solano County, CA. SCCD governs and operates Solano Community College ("SCC"), located at 4000 Suisun Valley Road, Fairfield, CA 94534 (Main campus) for the benefit of Solano County students, including Dixon;

C. SCCD and DUSD have mutually agreed to offer SCC courses on the DHS campus, through the College Advancement Program ("CAP"). The CAP courses will be taught by SCC professors, and will be offered to both DHS students and the general public;

D. The DUSD Board of Trustees has designated Classrooms C-302, C-303, and C-304 in Building "C" at DHS, along with certain related and appurtenant facilities, as community classrooms for potential use by educational entities such as SCC to offer classes on the DHS campus. (the "C-Building Facilities"). The C-Building Facilities are more particularly described on the attached map as "Exhibit A".

E. DUSD and SCCD believe that offering college courses at the DHS campus through the College Advancement Program (CAP) will give DHS students and members of the general public important additional opportunities to successfully complete college course work. Both SCCD and DUSD further believe that the College Advancement Program (CAP) will help to better prepare students for college and advance their education.

**NOW THEREFORE, both DUSD and SCCD agree as follows:**

1. Implementation of the College Advancement Program (CAP): Both DUSD and SCCD mutually pledge their commitment to work together through a collaborative approach to offer SCC courses on the DHS campus through the College Advancement Program (CAP), beginning Spring 2014 semester (the "CAP Courses").

2. Non-Exclusive Facilities License Granted: DUSD grants to SCCD a non-exclusive license to use the C-Building Facilities on such days and during such times as CAP Courses are being taught by SCC faculty/staff at DHS, subject to the terms of this MOU (the "CAP License"). Use of the C-Building Facilities by SCC shall be rent-free and free of utility costs to SCCD.

3. MOU and Facilities License - Term: This MOU and the CAP License will take effect beginning on the first day of Spring 2014 semester at DHS and expire on the last day of Spring 2017 semester at DHS. At that time, this MOU and the CAP License may be extended by mutual agreement of the parties.

4. CAP Courses - Description: During the term of the CAP License, the CAP Courses offered at DHS will be selected and scheduled by mutual agreement of the parties, pursuant to the procedure set forth in Exhibit "B" attached hereto. CAP Course selection and scheduling includes the following:

(a) The CAP Courses/subjects to be offered by SCC at DHS;



- (b) The SCC faculty/staff teaching each CAP Course;
- (c) The days and times that each CAP Course will be offered;
- (d) The particular DHS community classroom in the C-Building Facilities to be used by SCC faculty/staff to teach each CAP Course;
- (e) Special equipment (such as computers, projectors, etc.) needed by each CAP Course.

Notwithstanding the foregoing, SCCD and its faculty/staff retain sole control over CAP Course content, course rigor, course pre-requisites/ advisories, course attributes, class size, textbooks/instructional materials used, teaching/teaching methods, examination, and grading.

5. CAP Course to be Open to Both DHS Students and to the General Public: CAP Courses will be open to all SCC students, including but not limited to DHS students enrolled at SCC under the SCC K-12 Special Admissions Program ("Special Admission Students"). CAP Courses will be open to the general public, as required by Education Code 76002 and Senate Bill 338.

6. Promotion of CAP Courses: DHS students (who have been approved to participate in CAP and who are enrolled at SCC as Special Admissions Students), as well as adult members of the greater Dixon community (who have enrolled as students at SCC), will be especially encouraged to participate in CAP. Both SCCD and DUSD agree to use their best efforts to publicize and promote CAP Courses both to DHS students and to the general public in Dixon.

7. CAP Course are Tuition-Free to DHS Students Enrolled as SCC Special Admissions Students: SCCD represents and agrees that CAP Courses shall be tuition-free to currently-enrolled DHS students who are also enrolled at SCC as Special Admission Students..

8. Enrollment/Registration by DHS Students: DHS students in grades 9-12, subject to approval by the DHS Principal in his sole discretion, may enroll as Special Admissions Students at SCC and register for CAP Courses. To enroll as a SCC Special Admissions Student and register for one or more CAP Courses, that student must:

- a. Be approved by the DHS Principal, in his sole discretion, as eligible and qualified to enroll as an SCC Special Admissions Student and participate in CAP;
- b. Complete an SCC Special Admissions Form;
- c. Complete an application for enrollment at SCC;
- d. Complete the SCC Orientation;
- e. Pay all administrative fees to SCC (other than tuition);
- f. Timely and correctly complete the registration process for the CAP Course.

9. Class Sizes - Maximum/Minimum: Unless agreed to by DUSD and SCCD, CAP Courses will each be limited in size to the maximum number of students for the class as determined by SCCD administration, taking into consideration, among other things fire and safety code requirements and the classroom physical capacity limits. Moreover, within the first two weeks of the beginning of a CAP Course, SCCD administration, in its sole discretion, may cancel a CAP Course for lack of sufficient student enrollment in the class, upon written notice to DUSD.

10. DUSD/DHS Rules and Regulations Apply: SCCD agrees that all SCC faculty/staff and students must abide by DUSD and DHS rules and regulations. Should any SCC faculty/staff member and/or SCC student fail to abide by DUSD and/or DHS rules and regulations, then DUSD may, in its sole discretion, take disciplinary action against the individual, including but not limited to barring such individual from further participation in the CAP Course and/or future CAP Courses.

11. Improvements to DHS Campus: SCCD agrees, at its sole expense, to make certain improvements to the DHS campus, as follows:

- a. Stripe/mark with signs two ADA-compliant disability parking spaces, where the current disability access is located on the north side of the DHS campus adjacent to the C-Building. At least one of those parking spaces should be ADA-compliant for disability van parking;
- b. Stripe/mark with signs two parking spaces identified as SCC Faculty Parking.



- c. Replace certain exterior wall light fixtures (approximately 10) with stronger/brighter light fixtures;
  - d. Install and connect additional security cameras (approximately 5) to the existing DHS security camera system;
  - e. Add an exterior wall sign displaying the words and logo "College Advancement Program – Dixon Unified School District and Solano Community College"
  - f. Add directional signs (approximately 2) for traffic into the DHS campus to guide the public to the CAP classrooms.
  - g. Add an additional banner facing south on the DHS campus.
- DUSD shall specify and direct the scope and extent of the improvements made to the DHS campus. Upon completion, the improvements shall become the property of DUSD.

12. Instructional Materials/Equipment for CAP Courses: SCCD agrees, at its sole expense, to provide any/all additional equipment, instructional materials, special furnishings, and/or other personal property items requested/required for the SCC faculty/staff to teach the CAP Course, including but not limited to computers, projectors, DVD/CD players, software, etc. All such equipment, instructional materials, special furnishings, and/or other personal property items supplied by SCCD shall remain the property of SCCD.

13. Commitment to Use Best Efforts: In addition to offering CAP Courses per this MOU, each party pledges their best efforts to work towards and support the following important additional mutual goals:

- a. To offer eligible and qualified DHS students the opportunity to register for other SCC classes as Special Admissions Students, beginning in their ninth grade year;
- b. To create a bridge between DHS, the greater Dixon community, and SCC;
- c. To provide DHS students during high school with the opportunity to earn tuition-free college credits towards a community college degree (AA) and/or to earn transferable tuition free college credits towards a four year university (UC or CSU); and
- d. To provide eligible and qualified DHS students with the opportunity to participate in the Transfer Admission Guarantee (TAG) program with participating UC and CSU universities.

14. Exhibits: The following two Exhibits are attached to this MOU and incorporated herein by reference:

A: CONTACT LIST FOR THE COLLEGE ADVANCEMENT PROGRAM (CAP)

B: COLLEGE ADVANCEMENT PROGRAM (CAP) TIMELINE AND DIVISION OF RESPONSIBILITIES

Each party agrees to perform the terms, conditions, promises and obligations set forth in these Exhibits.

15. Indemnity, Defense, and Hold Harmless Provisions: To the extent authorized by law, in consideration of the performance by both parties of this MOU, each party does hereby agree to protect, indemnify, defend, and hold harmless the other party, from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of this MOU (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct, or violation of any law by SCCD or DUSD, and/or their respective employees, subcontractors, agents, representatives or assigns (collectively, SCCD or DUSD Agents") in the performance or non-performance of the services required to be performed by SCCD and/or DUSD under this MOU.

16. No Agency, Partnership or Employment Relationship Created Hereby; No Third Part Rights Created Hereby: Neither SCCD nor DUSD are acting as the agent, employee, partner, or representative of the other. Nothing in this MOU is intended to confer any rights on any other individuals or entities as third party beneficiaries.

17. Amendment: This MOU may be amended by mutual written agreement of both parties. This MOU shall be interpreted and given effect under the laws of the State of California. Jurisdiction and venue shall, to the fullest extent allowed under law, be vested in the Superior Court of California, County of Solano.



18. Early Termination – Unilateral/Mutual: The MOU and/or CAP License may be terminated as follows:  
a. Either SCCD or DUSD may terminate this MOU and/or CAP License by service of written notice by one party to the other party at least sixty (60) days prior to the first day of a semester for which termination is to take effect; or  
b. SCCD and DUSD may terminate this MOU and/or CAP License by mutual written agreement of the parties. In such event, the parties shall specify whether (i) the effective date of termination is immediate; or (ii) the effective date of termination is the day after the last day of the semester during which CAP Courses are then occurring.

**IN WITNESS THEREOF**, the parties have duly approved this Memorandum of Understanding,

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**SOLANO COMMUNITY COLLEGE DISTRICT (SCCD)**

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

**DIXON UNIFIED SCHOOL DISTRICT (DUSD)**

By: \_\_\_\_\_  
**BRIAN DOLAN, Superintendent**

## **EXHIBIT A**

### **CONTACT LIST FOR THE COLLEGE ADVANCEMENT PROGRAM (CAP)**

#### **FOR DIXON UNIFIED SCHOOL DISTRICT (DUSD):**

1. [Sandy Johnson]  
College Advancement Program (CAP) Coordinator  
Independent Study Coordinator  
Dixon High School  
555 College Way, Dixon, CA 95620  
Tel: (707) 693-6330 Ext. 7133  
Email: Sandy.Johnson@dixonusd.org  
MAIN DUSD CAP CONTACT
2. [Nick Girimonte]  
Principal  
Dixon High School  
555 College Way, Dixon, CA 95620  
Tel: (707) 693-6330 Ext. 7113  
Email: NGirimonte@dixonusd.org
3. [Brian Dolan]  
Superintendent  
Dixon Unified School District  
180 South First Street, No. 6, Dixon, CA 95620  
Tel: (707) 693-6300 Ext. 8031  
Email: BDolan@dixonusd.org
4. [Joe DiPaola]  
Trustee  
Dixon Unified School District  
180 South First Street, No. 6, Dixon, CA 95620  
Tel: (707) 693-0400  
Email: JDiPaola@dixonusd.org

**FOR SOLANO COMMUNITY COLLEGE DISTRICT (SCCD):**

1. [Name]

Title

Solano Community College

4000 Suisun Valley Road, Fairfield, CA 94534

Tel: (707) 864-7000 Ext.

Email:

MAIN SCCD CAP CONTACT

2. [Name]

Title

Solano Community College

4000 Suisun Valley Road, Fairfield, CA 94534

Tel: (707) 864-7000 Ext.

Email:

3. [Dr. Jowel Laguerre]

Superintendent/President

Solano Community College

4000 Suisun Valley Road, Fairfield, CA 94534

Tel: (707) 864-7000 Ext. 7120

Email: JLaguerre@solano.edu

4. [Michael Martin]

Trustee

Solano Community College

4000 Suisun Valley Road, Fairfield, CA 94534

Tel: (530) 908-8118

Email: Michael.Martin@solano.edu



## EXHIBIT B

### COLLEGE ADVANCEMENT PROGRAM (CAP) TIMELINE AND DIVISION OF RESPONSIBILITIES

#### FOR FALL SEMESTER:

1. By January 15 prior to Fall Semester:

Dixon High School (DHS) will notify Solano Community College (SCC) in writing:

- (a) the estimated number of UC/CSU-approved CAP Courses that DHS is preliminarily requesting for the Fall Semester, and;
- (b) list of requested subject areas.

2. By March 15 prior to Fall Semester:

Solano Community College (SCC) will provide Dixon High School (DHS) with a written list of UC/CSU-approved CAP Courses that SCC can confirm for Fall Semester (the "Proposed CAP Course List").

Each of the CAP Courses confirmed by SCC in the Proposed CAP Course List must be complete with all of the following information:

- 1. Course Title and Description
- 2. Department and Course Number
- 3. Professor's Name and Contact Email
- 4. Course Dates and Times
- 5. Credit Units
- 6. Lab Requirements (CAP Courses with Labs can only be scheduled at night)

CAP Course Dates and Times for classes held at DHS can only be scheduled for:

DAYS: 2:10PM to 3:25PM Monday, Tuesday

EVENINGS: 5:30PM to 9:30PM Monday, Tuesday, Wednesday, Thursday

All CAP Courses are to be UC/CSU-approved (i.e., SCC Course Nos. 1-49).

3. By April 1 prior to Fall Semester:

Dixon High School (DHS) will notify Solano Community College (SCC) of its choice of Cap Courses from among the selection in the SCC Proposed CAP Course List. DHS has the right in its discretion to select whichever of the CAP Courses will be offered at DHS for Fall Semester. DHS will send SCC its written list of selected CAP Courses (the "Final CAP Course List").

4. By April 15 prior to Fall Semester:

Each of the CAP Courses selected by Dixon High School (DHS) will be assigned CRN Numbers and added by Solano Community College (SCC) to the SCC Course Catalog.. SCC will notify DHS of the respective CRN Numbers for the CAP Courses selected by DHS.

5. Between April 15, and the initial SCC Fall Semester Registration Date for Special Admissions Students:

Both Solano Community College (SCC) and Dixon High School (DHS) agree to market and promote the Fall Semester CAP Courses chosen by DHS in the Final CAP Course List:

- (a) To the greater Dixon Community (both SCC and DHS agree to make such efforts); and
- (b) To DHS students who have been approved by the DHS Principal to participate in CAP through the SCC Special Admissions Program (DHS agrees to make such efforts).

## **FOR SPRING SEMESTER OF A GIVEN YEAR:**

### **1. By August 8 prior to Spring Semester:**

Dixon High School (DHS) will notify Solano Community College (SCC) in writing:

- (a) the estimated number of UC/CSU-approved CAP Courses that DHS is preliminarily requesting for the Spring Semester, and;
- (b) list of requested subject areas.

### **2. By October 8 prior to Spring Semester:**

Solano Community College (SCC) will provide Dixon High School (DHS) with a written list of UC/CSU-approved CAP Courses that SCC can confirm for Spring Semester (the "Proposed CAP Course List").

Each of the CAP Courses confirmed by SCC in the Proposed CAP Course List must be complete with all of the following information:

- 1. Course Title and Description
- 2. Department and Course Number
- 3. Professor's Name and Contact Email
- 4. Course Dates and Times
- 5. Credit Units
- 6. Lab Requirements (CAP Courses with Labs can only be scheduled at night)

CAP Course Dates and Times for classes held at DHS can only be scheduled for:

DAYS: 2:25PM to 3:25PM Monday, Tuesday

EVENINGS: 5:00PM to 9:30PM Monday, Tuesday, Wednesday, Thursday

All CAP Courses are to be UC/CSU-approved (i.e., SCC Course Nos. 1-49).

### **3. By October 24 prior to Spring Semester:**

Dixon High School (DHS) will notify Solano Community College (SCC) of its choice of Cap Courses from among the selection in the SCC Proposed CAP Course List. DHS has the right in its discretion to select whichever of the CAP Courses will be offered at DHS for Spring Semester.

DHS will send SCC its written list of selected CAP Courses (the "Final CAP Course List").

### **4. By November 8 prior to Spring Semester:**

Each of the CAP Courses selected by Dixon High School (DHS) will be assigned CRN Numbers and added by Solano Community College (SCC) to the SCC Course Catalog.. SCC will notify DHS of the respective CRN Numbers for the CAP Courses selected by DHS.

### **5. Between November 8, and the initial SCC Spring Semester Registration Date for Special Admissions Students:**

Both Solano Community College (SCC) and Dixon High School (DHS) agree to market and promote the Spring Semester CAP Courses chosen by DHS in the Final CAP Course List:

- (a) To the greater Dixon Community (both SCC and DHS agree to make such efforts); and
- (b) To DHS students who have been approved by the DHS Principal to participate in CAP through the SCC Special Admissions Program (DHS agrees to make such efforts).



AGENDA ITEM 13. (f)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PUBLIC HEARING OF THE CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, CHAPTER #211, INITIAL  
PROPOSAL TO THE DISTRICT

**REQUESTED ACTION:** HOLD PUBLIC HEARING

**SUMMARY**

At the Board meeting on June 4, 2014, the Governing Board received the California School Employees Association, Chapter #211, initial proposal to the District for a successor agreement for the period of 2014-2017. In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. 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.

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

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman  
Consultant, Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707 864-7286

TELEPHONE NUMBER

Administration  
ORGANIZATION

June 6, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



California School Employees Association

Solano Community College, Chapter 211

CSEA hereby submits the following initial proposal for the 2014-2017 contract:

CSEA Proposal Summary: Fair and reasonable compensation, benefits and working conditions.

Article 9 Pay and Allowances:

- Fair and reasonable salary improvement consistent with the cost of living and regional standards

Article 13 Vacation Plan:

- Accumulated vacation

Article 16 Transfers:

- Improved efficiency and fairness in process

Article 17 Job Vacancies:

- Improved efficiency and fairness in process

Article 20 Discipline:

- Expedited more objective, neutral process with due process

Article 25 Contracting Out:

- Restrictions on contracting out

AGENDA ITEM 13. (g)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PUBLIC HEARING AND ADOPTION OF THE DISTRICT'S  
INITIAL PROPOSAL TO CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION, CHAPTER #211

REQUESTED ACTION: HOLD PUBLIC HEARING AND ADOPT PROPOSAL

SUMMARY

At the Board meeting on May 21, 2014, the Governing Board received the District's initial proposal to California School Employees Association, Chapter #211, for a successor agreement for the period of 2014-2017. In accordance with Government Code Section 3547, the public is entitled to comment on such proposal at a public hearing. 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 accept the District's proposals for negotiations.

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

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman  
Consultant, Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707 864-7286

TELEPHONE NUMBER

Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

## Solano Community College District

The District hereby submits the following initial proposal for the 2014-2017 Contract:

### Article IX Pay and Allowances:

- Improve classified salaries within District constraint.

### Article XI Health and Welfare Benefits:

- To review the impact of Affordable Care Act and strive to optimize costs to the District.

### Article XVII Job Vacancies:

- Improve efficiency and fairness in the process

### Article XVIII Classification and Reclassification:

- Improve efficiency and procedures in processing Reclassification requests.

### Article XXIX Negotiations:

- Review and clarify timelines in the article.



AGENDA ITEM 13. (h)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO JLC CONTRACTING, INC. FOR  
SMALL CAPITAL PROJECTS - VACAVILLE ANNEX

REQUESTED ACTION: APPROVAL

SUMMARY:

Board approval is requested for contract award to JLC Contracting Inc., to provide construction services for Small Capital Projects - Vacaville Annex building. The scope of work includes furnishing and installing a wall and door at the Corporate Training Center space at the Vacaville Annex building. JLC Contracting Inc., was deemed the lowest responsive responsible bidder on May 15, 2014.

Total fee for this contract is \$4,400.

Government Code: Board Policy: Estimated Fiscal Impact: \$4,400 Measure Q Funds

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

Leigh Sata  
Executive Bonds Manager

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

## AGREEMENT FOR CONSTRUCTION SERVICES (SMALL CAPITAL PROJECTS)

### AGREEMENT NUMBER 01

**THIS CONTRACT** is made and entered into this 18<sup>th</sup> day of June, 2014, by and between JLC Contracting, Inc. ("Contractor") and Solano Community College District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of Four Thousand Four Hundred Dollars (\$4,400.00) ("Contract Price"), the following services ("Services" or "Work"):
  - Furnish & install wall and door at Vacaville Annex Corporate Bldg.
2. Contractor shall perform the Work at Solano Community College District (Vacaville Annex-Corporate) ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within Thirty (30) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Hundred Dollars (\$100.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Instructions to Bidders	<input type="checkbox"/> Lead-Product(s) Certification
<input checked="" type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Insurance Certificates and
<input type="checkbox"/> Designated Subcontractors List	<input type="checkbox"/> Endorsements
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Performance Bond
<input type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Payment Bond
<input type="checkbox"/> Noncollusion Declaration	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input type="checkbox"/> _____ [Other]



6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
7. Payment for the Work shall be made in accordance with the Terms and Conditions.
8. The project manager on the Project is Kitchell CEM ("Project Manager). Contractor hereby acknowledges that the Project Manager have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Manager. Project Manager shall have free access to any or all parts of work at any time. Contractor shall furnish Project Manager reasonable opportunities for obtaining such information as may be necessary to keep Project Manager fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
9. Inspection and acceptance of the Work shall be performed by Kitchell CEM Project Manager and the District facilities.
10. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

**District**

Solano Community College District  
C/O Kitchell CEM  
360 Campus Lane, Suite 203  
Fairfield, CA 94534

**Contractor**

JLC Contracting, Inc.  
John Costanzo  
4311 Stone field Lane  
Fairfield, CA 94534

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

11. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
12. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.



14. By signing this Agreement, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

**Solano Community College District**

Signature: \_\_\_\_\_

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Title: Superintendent-President

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

**Contractor:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

---

**Information regarding Contractor:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: \_\_\_\_\_

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

## **TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS AND LICENSES:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or the most current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **EQUIPMENT AND LABOR:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either



directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on campus.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
17. **CLEAN UP:** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
18. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
19. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.



20. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.
21. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
22. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
23. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 10% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
24. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
25. **INDEMNIFICATION:** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from



the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

26. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
27. **CONTRACTOR'S INSURANCE:** Contractor has in force, and during the term of this Agreement shall maintain in force with the minimum indicated limits, the following insurance: **Commercial General Liability Insurance:** \$1,000,000 for each occurrence and \$2,000,000 for general aggregate with Products and Completed Operations Coverage; **Automobile Liability - Any Auto:** combined single limit of \$2,000,000; **Excess Liability Insurance:** \$1,000,000; **Workers Compensation:** Statutory limits; and **Employers' Liability:** \$1,000,000. The Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. The Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Contractor shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.
28. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
29. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
30. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
31. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
  - **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to a District LCP or State Labor



Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations.

32. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
33. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
34. **DISPUTES:** In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. All claims of over \$375,000, which are outside the scope of Public Contract Code section 20104, et seq., may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Contract. The demand for mediation of any claim of over \$375,000 shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice, and the demand shall not be made later than the time of Contractor submission of the request for final payment. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
35. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
36. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor



for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

37. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
38. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
39. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
40. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
46. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing upon mutual consent.

**NONCOLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Bidder Name),  
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ (City, State).

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, the labor compliance program or the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of



Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONTRACT AWARD TO A KENNEDY GROUP FOR  
DISTRICT BOND PROGRAM PROCESS AND  
COMPLIANCE SUPPORT CONSULTING SERVICES

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for contract award to A Kennedy Group (AKG) to provide consulting services related to the District's bond program processes and compliance. District completed a business process review with AKG to pursue ways to develop more efficient processes and as a part of that effort developed a document outlining General Management Procedures. The consultant will provide consulting services to update this document to include processes related to the bond program. This work will be coordinated with the Program Manager's effort on the Procedures Manual.

Total fee for this contract is \$15,000.

*Government Code: Board Policy: Estimated Fiscal Impact: \$15,000 Measure Q Funds*

**SUPERINTENDENT'S RECOMMENDATION:**

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

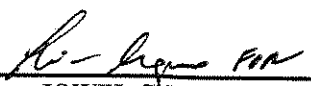
**TELEPHONE NUMBER**

Administration

**ORGANIZATION**

June 6, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



## INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18th day of June, 2014 by and between the Solano Community District, ("District") and A Kennedy Group (AKG) ("Consultant"), (together, "Parties").

WHEREAS, the District is authorized by section 4525 et seq. of the California Government Code to contract with and employ any persons for the furnishing of architectural, landscape architectural, engineering, environmental, and land surveying services and advice through a "fair, competitive selections process free of conflicts of interest, political contributions, or unlawful activities." (Gov. Code, § 4529.12.)

WHEREAS, the District complied with the requirements of section 4525 et seq. in selecting Consultant; and

WHEREAS, the District is in need of such services and advice related to work it will be performing at District ("Project"); and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and such services are need on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide consulting services to comply with the requirements of the consultant services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** The Consultant shall commence providing services under this Agreement on June 30, 2014 and will diligently perform as required and complete performance by September 30, 2014 unless this Agreement is terminated and /or otherwise cancelled prior to that time.
3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Fifteen Thousand Dollars (\$15,000.00). District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services is as follows:

- 4.1.1. Updated General Management Process and Procedure Manual to include bond process and compliance

4.2. The Services shall be performed for the fixed fee identified in this contract, based on the hourly billing rates and/or unit prices incorporated within this contract. If hourly billing applies, the itemized invoice shall reflect the hours spent or percentage complete by the Consultant in performing its Services pursuant to this Agreement.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

5.1. Not applicable.

6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.

7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

7.1. Not applicable.

8. **Performance of Services.**

8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school Districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.

8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. **Termination.**

12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.]

12.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.3.1. material violation of this Agreement by the Consultant; or

12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.



Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

**13. Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

**14. Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

**14.1.1. Commercial General Liability and Automobile Liability Insurance.**

Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

**14.1.2. Workers' Compensation and Employers' Liability Insurance.**

Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any

employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

**14.1.3. Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession.

**14.2. Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3. An endorsement stating that the District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

**14.3. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

**15. Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

**16. Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

**17. Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all of its subcontractor(s).
20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
23. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:



**District:**

**Solano Community College District**  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

ATTN: Leigh Sata

**Consultant:**

A Kennedy Group  
PO BOX 1111,  
North Folk, California 93643

ATTN: Ann Kennedy

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

**25.Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

**26.California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

**27.Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**28.Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

**29.Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

**30.Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

**31.Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**32.Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

**33.Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

**34. Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**Solano Community College District**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: \_\_\_\_\_

Print Title: Superintendent-President

Print Title: \_\_\_\_\_

**Information regarding Consultant:**

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Business Entity:

\_\_\_\_ Individual

\_\_\_\_ Sole Proprietorship

\_\_\_\_ Partnership

\_\_\_\_ Limited Partnership

\_\_\_\_ Corporation, State: \_\_\_\_\_

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other: \_\_\_\_\_

\_\_\_\_\_  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)



**EXHIBIT "A"**  
**DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Scope of services includes review and update of the General Management Process and Procedures Manual to reflect current bond program processes and compliance requirements.

AGENDA ITEM 13. (j)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board


SUBJECT: CONTRACT AWARD TO ELMAST CONSTRUCTION AND  
INSPECTIONS FOR CONSTRUCTION INSPECTION  
SERVICES FOR THE UTILITY INFRASTRUCTURE  
UPGRADE PROJECT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for award of contract to Elmast Construction and Inspections for monitoring and inspection services in accordance with the approved District State Architect (DSA) plans and specifications. The Consultant will provide construction oversight and inspection services to ensure code compliance throughout the entire duration of the project's construction for the Utility Infrastructure Upgrade Project for south parking lot, Fairfield Campus.

This contract is for a total fee of \$3,740.00.

Government Code:	Board Policy:	Estimated Fiscal Impact:	Measure O Funds:
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE
Leigh Sata Executive Bonds Manager			
PRESENTER'S NAME			
360 Campus Lane, Suite 201 Fairfield, CA 94534			
ADDRESS			
(707) 863-7855			
TELEPHONE NUMBER			
Administration			
ORGANIZATION			
June 6, 2014			
DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT			
 JOWEL C. LAGUERRE, Ph.D. Superintendent-President			
June 6, 2014			
DATE APPROVED BY SUPERINTENDENT-PRESIDENT			

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES**  
**Inspection Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 18th day of June, 2014 by and between the Solano Community College District, ("District") and *Elmast Construction and Inspection Services* ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Inspection Service services as further described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on June 18, 2014 and will diligently perform as required and complete performance by August 30, 2014, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u>  X  </u>	Signed Agreement
<u>  X  </u>	Workers' Compensation Certification
<u>  X  </u>	Insurance Certificates and Endorsements
<u>  X  </u>	W-9 Form
<u>      </u>	Other: _____

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Three Thousand and Seven Hundred Forty dollars and zero cents (\$3,740.00). District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made. The schedule of deliverable Services to be produced is as follows:

4.1.1. Utility Infrastructure Upgrade Project at South Parking Lot, Fairfield Campus - \$3,740.00

- 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "B."** If hourly billing applies, the itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement.

- 4.3. If Consultant works at more than one site, Consultant shall invoice for each site separately.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.



6. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, District being interested only in the results obtained.
7. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.
8. **Performance of Services.**
  - 8.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California community college districts.

Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
  - 8.2. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
  - 8.3. **District Approval.** The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
  - 8.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.
9. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's

name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

## 12. Termination.

- 12.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 12.2. **For Convenience by Consultant.** Consultant may, upon sixty (60) days notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 12.3. **For Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
  - 12.3.1. material violation of this Agreement by the Consultant; or
  - 12.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 12.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

13. **Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

14. **Insurance.**

14.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

14.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

14.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to the Consultant's profession, coverage to continue through completion of construction plus two (2) years thereafter.

14.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:



- 14.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 14.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- 14.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 14.2.4. All policies except the Professional Liability, Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 14.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.
15. **Assignment.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.
16. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
17. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
18. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.
19. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant

agrees to require like compliance by all of its subcontractor(s).

**20. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**21. District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

21.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

21.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

**22. Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

**23. Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

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

**Solano Community College District**

C/O Kitchell CEM

360 Campus Drive, Suite 203

Fairfield, California 94534

ATTN: John Lett

**Consultant:**

Elmast Construction and Inspection, Inc.

2972 Bush Street San Francisco, CA 94115

Phone: (415) 240-1432

E-mail: gnkalli@yahoo.com

ATTN: George Kalligeros

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

**25. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.
27. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
28. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
29. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
30. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
31. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
32. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
33. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
34. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
35. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.



Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**Solano Community College District**

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

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

Print Name: JOWEL C. LAGUERRE, Ph.D.

Print Name: George Kalligeros

Print Title: Superintendent-President

Print Title: Owner

---

**Information regarding Consultant:**

License No.: 1921

Employer Identification :

Address: *2972 Bush Street San Francisco, CA 94115*

Telephone: (415) 240-1432

Type of Business Entity:

☒ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: California

☐ Limited Liability Company

☐ Other: \_\_\_\_\_

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**

### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Contract.)

## **EXHIBIT "A"**

### **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT**

Consultant will provide inspection services for Utility Infrastructure Upgrade Project for South Parking lot at the Fairfield Campus. Inspection includes but is not limited to compaction testing, soils testing, asphalt paving inspection and testing, cast in place concrete inspection and testing, batch plant inspection, rebar inspection and testing, shop welding inspection, high strength bolt testing and laboratory affidavits and reports necessary to attain DSA certification and as noted in DSA approved drawings and specifications.

- 1.1. **Observation of the Construction.** Consultant shall maintain such personal contact with the Project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the Consultant or its qualified representative to observe construction.
- 1.2. **Interim Verified Reports.** Consultant shall submit an interim Verified Report (form DSA 6-AE or more current form) to the DSA electronically and a copy to the Project Inspector for each of the applicable nine sections of form DSA 152 prior to the Project Inspector signing off that section of the project inspection card.
- 1.3. **Final Verified Report.** Consultant shall submit Verified Reports (form DSA 6-AE or more current form) to the DSA and to the Project Inspector if any of the following events occur: (1) when construction is sufficiently complete in accordance with the DSA-approved construction documents so that the District can occupy or utilize the Project, (2) work on the Project is suspended for a period of more than one month, (3) the services of the Consultant are terminated for any reason prior to completion of the Project, or (4) DSA requests a Verified Report.



AGENDA ITEM 13. (k)  
MEETING DATE June 18, 2014

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

**TO: Members of the Governing Board**

**SUBJECT: AWARD OF BID FOR THE UTILITY INFRASTRUCTURE  
UPGRADE PROJECT TO MIKE BROWN ELECTRIC  
COMPANY**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for Mike Brown Electric Company bid proposal in the amount of \$177,325.00 for the Utility Infrastructure Upgrade Project to provide needed boring and electrical connections at South Parking Lot, Fairfield Campus. Based on the attached bid analysis, Mike Brown Electric Company is the lowest responsive, responsible bidder.

This contract is in the amount of \$177,325.00.

Government Code:	Board Policy:	Estimated Fiscal Impact:	Measure Q Funds \$177,325
SUPERINTENDENT'S RECOMMENDATION:		<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL
		<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 863-7855

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

June 6, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

Project: SCCD - South Parking Lot Electrical Interconnection Project (Re-Bid) 14-011A  
 Meeting: Bid Opening  
 Bid Date: 6/3/14  
 Bid Time: 1:00 PM  
 Bid Location: 360 Campus Lane  
 Number of Addendum(s): 2



4000 Suisun Valley Road, Fairfield, California, 94534

# Preliminary Result

Bidder	00 41 13 - Bid Form	00 43 13 - Bid Bond	00 43 36 - Subcontractor List	00 45 19 - Non Collusion Affidavit	Addenda 1	Addenda 2	Base Bid
1 Mike Brown Electrical	X	X	X	X	X	X	\$ 177,325.00
2 C.W. Electric	X	X	X	X	X	X	\$ 310,827.08
3 AWT Construction Group Inc.	X	X	X	X	X	X	\$ 324,511.00
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
Low Bid							\$ 177,325.00

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: FACILITATOR CERTIFICATION TRAINING FOR  
PROFIT MASTERY UNIVERSITY CURRICULUM

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This item is to approve an agreement with Business Resource Services, Inc., to provide facilitator certification training for the Profit Mastery University curriculum. The agreement provides provisioning for both online facilitator certification training and an in-person facilitator certification training at Solano College on June 24, 2014. The total amount for the agreement is \$8,236.38. Funding for the service will be paid out of the Small Business Sector Navigator Grant with the California Community College Chancellor's Office.

*Government Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: SB1402 Funds \$8,236.38*

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

Charles Eason  
Small Business Sector Navigator

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

707-863-7846

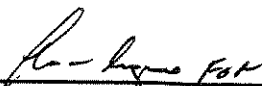
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

June 6, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**





## PROGRAM AGREEMENT

### "Hybrid" Profit Mastery Training Program

Measure. Manage. Succeed.

For and in consideration of a fee paid to BUSINESS RESOURCE SERVICES, INC. (hereinafter "BRS") by Solano Community College, 360 Campus Lane, Ste 201, Rm 236 Fairfield, CA 94534 (hereinafter "the CLIENT"), CLIENT agrees to purchase forty (40) Profit Mastery University online registrations and twenty (20) Profit Mastery University Facilitator (PMU) Guides as outlined below.

BRS and the CLIENT agree as follows:

1. CLIENT will purchase 40 registrations to BRS' PMU online video curriculum at a discounted price per registration of \$100.
2. Each registrant shall have one full year of access to the online curriculum and can renew access the cost of \$49.50 for an additional year. Each registrant shall download the course materials from the online material section of PMU.
3. A PMU online registration shopping cart shall be set up and CLIENT shall be issued a coupon code which will reduce the price from the regular \$695 registration fee to \$0 for the 40 registrants. This coupon code is to be carefully disseminated and is to not be included in any email correspondence.
4. CLIENT will also purchase 20 Facilitator's Guides for \$195 for those registrants who wish to take the additional setp of becoming Certified Facilitators and complete the facilitator certification process, which includes completion of the online curriculum, a Facilitator's Guide overview video or telephone conference, and utilization of the curriculum with one student, doing a complete run-through of the 9 ½ hours of video.
5. With the CLIENT'S purchase of 40 registrations to PMU online video curriculum and 20 Facilitator Guides, BRS agrees to teach and the Client agrees to sponsor a one day program entitled "Profit Mastery®: Practical Tools for Control, Survival, and Success" on June 24th in Fairfield, CA. Participants will complete the second day of the program utilizing the Profit Mastery online video curriculum to become Certified Facilitators. CLIENT agrees to conduct a good faith marketing effort to attract participants, provide a suitable location, and present the program in the Client's name. There will be no audio/video recording of any part of this program without a separate written agreement and payment of an additional fee. This scheduled program may be subject to cancellation by BRS if signed agreement and payment are not received by due date below.
6. BRS agrees to maintain a support mechanism for all PM registrants as follows: BRS will maintain both an "800" phone number and a dedicated email contact to deal with all questions — including technical, material, content, and administration.
7. Any unused registrations will expire June 4, 2016
8. **Signed agreement and payment are due by June 5, 2014**

#### BUSINESS RESOURCE SERVICES, INC.

*Rod Bristol*

Rod Bristol

Senior Vice President

May 19, 2014

#### SOLANO COMMUNITY COLLEGE

By:

Jowel C. Laguerre, Ph.D.

Title: Superintendent/President

Date:

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: SMALL BUSINESS SECTOR EVENT MANAGEMENT AND  
REGISTRATION SERVICES AGREEMENT WITH CVENT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

This item is to approve an agreement with Cvent to provide event management and registration services for the Small Business Sector grant project. Cvent's services will be used to host a registration Web site for the annual Statewide Small Business Summit hosted by Small Business Sector Navigator and regional events hosted by the ten Deputy Sector Navigators in each of the Community College regions. The total cost of the agreement is \$7,665, which includes a \$1,500 license/maintenance fee for online training, phone/email support, data storage/security, plus a per registration fee for 900 registrants. Funding for the service will be paid out of the Small Business Sector Navigator Grant with the California Community College Chancellor's Office.

Government Code: 81655 Board Policy: 3520 Estimated Fiscal Impact: SB1402 Funds \$7,665

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Charles Eason  
Small Business Sector Navigator

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA


ADDRESS

707-863-7846

TELEPHONE NUMBER

Academic Affairs  
ORGANIZATION

June 6, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

# cvent | Event Management

**Customer:** Solano Community College

**Services:** Cvent products and services listed below, each subject to the applicable Terms of Use located on the Cvent website at <http://www.cvent.com/en/product-terms-of-use.shtml>.

**Term:** The term is 5/20/2014 to 8/19/2015. Agreement will renew for another term of equal length at then current rates unless Customer gives Cvent 60 days prior written notice of termination. If rates change, Cvent will send Customer written notice of rate change at least 75 days before expiration of term.

## Annual Fees & Usage : Professional Version

Maintenance Fee: Online Training, Phone/Email Support, Data Storage/Security	\$1,500	\$2,500
Minimum Usage Fee <sup>†</sup>	\$6,165	\$6.85 x 900 registrants
<b>TOTAL ANNUAL FEES</b>	<b>\$7,665</b>	<b>\$8,665</b>

Price does not include sales tax, which may be applicable in some states or jurisdictions.

## Payment Terms

Federal Tax ID # 94-6002197

☒ Annual upfront payment by invoice

Are you Sales Tax Exempt?

**You will be required to input credit card details upon login to the Cvent system.**

Please note: The credit card will be used if any invoice is greater than 60 days overdue.

## Overage Fees

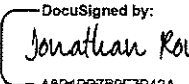
<sup>†</sup> \$7.85 per person registered beyond the 900 prepaid registrants. (Overage fees billed quarterly). In lieu of paying this rate per person, the Customer may purchase additional registrants at any point during the term of the agreement and obtain more economical per registrant pricing for the new registrant purchase.

### Cvent

8180 Greensboro Drive, Suite 900  
McLean, VA 22102  
Phone: 703.226.3500  
Fax: 703.226.3501

### Cvent Signatory

Name: Jonathan Rouhafzai  
Title: Regional Sales Director  
Email: [jrouhafzai@cvent.com](mailto:jrouhafzai@cvent.com)  
Phone: 703-226-3579

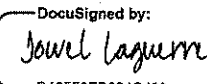
Signature:   
Date Signed: 5/20/2014

### Customer Address

Street: 360 Campus L N, Suite 201  
City: Fairfield  
County:  
State: California  
Zip Code: 94534  
Country: USA

### Customer Signatory

Name: Jowel C. Laguerre  
Title: Superintendent/President  
Email: [Jowel.laguerre@solano.edu](mailto:Jowel.laguerre@solano.edu)  
Phone: 707.864.7112

Signature:   
Date Signed: 5/22/2014

### Billing Address (if different)

Street:  
City:  
County:  
State:  
Zip Code:  
Country:

### Billing Contact Details

Name:  
Title:  
Email:  
Phone:

If applicable, Purchase Order number:



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: EDUCATION SERVICES AGREEMENT BETWEEN  
SOLANO COMMUNITY COLLEGE DISTRICT AND  
UNITED HEART TRAINING CENTER, FAIRFIELD,  
CALIFORNIA

REQUESTED ACTION: APPROVAL

SUMMARY:

A new education services agreement between Solano Community College District and United Heart Training Center, Fairfield, California, is being presented for review and approval by the Governing Board. The approval of this contract benefits the international registered nursing program at Solano Community College by providing its international students with a simulation/training center in which to meet the California Board of Registered Nursing's curriculum regulations for nursing education and training.

A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of United Heart Training Center, Fairfield, CA.

It is our recommendation that the Governing Board approve the Agreement as attached.

Government Code: CCR 1427 Board Policy: 3520 Estimated Fiscal Impact: N/A  
BOT 2013-2014 Goal #3

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Maurice McKinnon, Ed.D., MA, RN, Interim Dean  
School of Health Sciences

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

707-864-7108

TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

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

This Agreement is between **United Heart Training Center, LLC** (hereinafter known as UHTC) located at 420 Executive Court North, Suite G, Fairfield, California 94534 and **Solano College** (hereinafter known as SCHOOL) and located at **4000 Suisun Valley Road, Fairfield, California 94534-4017** and is effective as of ~~May 21, 2014~~ *June 9, 2014*.

**RECITALS**

- A. UHTC owns and operates a simulation/training center which specializes in providing training to Healthcare Professionals and individuals requiring skills upgrade, certification, and/or remediation.
- B. SCHOOL owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing (BRN)**. SCHOOL desires its students to obtain courses that fulfill BRN curriculum regulations for nursing education and training for its **International Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of SCHOOL'S Program use such Facility to fulfill curriculum and course requirements in accordance with standards set forth by the California BRN.

Now, therefore, the parties agree as follows:

**1. GENERAL INFORMATION**

- A. Prior to the commencement of the Program, both parties shall agree upon the enrollment period for each student. It is envisioned each Program will be nine (9) weeks in duration.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties prior to the beginning of the Program, and will be based upon the availability of space and other considerations.

**2. SCHOOL'S RESPONSIBILITIES**

- A. Students. SCHOOL shall complete and provide list of students that will be enrolled in the Program, including the student's name, address and telephone number prior to the beginning of the planned education/training experience.
- B. Registration and Records. Students shall submit to SCHOOL, and SCHOOL shall maintain all personnel and academic records of the students, and shall assume shared responsibility for students enrolled in its Continuing Education and Workforce Development department. SCHOOL shall submit a copy of all personnel and academic records pertaining to the students to UHTC.

1. Provide transcripts for each student completing course requirements, listing all course work completed without a letter grade/credit.
  2. Upon successful completion of course work, submit documentation required by the CA BRN.
- C. Health Policy. SCHOOL shall provide guidance and direction to UHTC to ensure hospital requirements related to proof of immunity consistent with employee health policies are satisfied. Immunization requirements shall be met by all students enrolling in the program.
- D. Payment to UHTC. SCHOOL's payment to UHTC for services UHTC is providing under the terms of this agreement is set forth in an addendum hereto, which may be modified from time to time via an amendment executed by both parties.

### 3. UHTC RESPONSIBILITIES

- A. Relationships, Roles and Responsibilities. UHTC shall hire qualified BRN approved faculty to teach nursing theory and clinical, required to meet BRN curricular requirements, Nursing Program Director will submit required BRN faculty approval documents to the BRN.
1. UHTC Program Coordinator and Faculty are employees of the UHTC not SCC and will report directly to the Project Director of the UHTC.
  2. Students will be selected by the UHTC utilizing established agreed upon criteria.
  3. Submit list of program completers to SCHOOL, including appropriate faculty credentials as required by the BRN, and as approved by the UHTC Project Director.
  4. The UHTC Project Director will develop a list of duties and responsibilities for personnel hired by the UHTC to perform work pursuant to this program.
- B. Clinical Experience. UHTC shall accept from SCHOOL the mutually agreed upon number of students enrolled in the aforementioned Education/Training Program and shall provide said students with supervised clinical experience.
- C. Access to Facilities. UHTC in collaboration with SCHOOL shall obtain permission from clinical facilities to permit students enrolled in the Program access to its facilities as appropriate and necessary for their education and training.



- D. Rules and Regulations. UHTC shall enforce rules and regulations governing the students while those students are in the UHTC facility.

#### **4. STUDENT RESPONSIBILITIES**

UHTC shall notify the students that they are responsible for:

1. Submitting all their personnel and academic records to the SCHOOL prior to the commencement of classes;
2. Following the clinical and administrative policies, procedures, rules and regulations of HOSPITAL;
3. Arranging for his/her own transportation and living arrangements;
4. Arranging for and satisfying the costs of his/her own health insurance for the period of the Program;
5. Assuming responsibility for all necessary immunizations, tuberculin test, and annual health examination;
6. Maintaining the confidentiality of patient information. In this regard, the discussion, transmission, or narration in any form by students of any patient information of a personal nature, medical or otherwise, which is obtained in the regular course of the Training Program, is forbidden except as a necessary part of the practical experience;
7. Following dress code of the UHTC and HOSPITAL and wearing name badges identifying themselves as students;
8. Attending an orientation of UHTC and HOSPITAL facilities provided by UHTC staff/faculty. Precepted students shall receive an orientation from the HOSPITAL; and,
9. Providing services to the Hospital's patients under the direct supervision of a faculty provided by UHTC or Hospital-provided preceptors.

#### **5. AFFIRMATIVE ACTION AND NON-DISCRIMINATION**

The parties agree that all students receiving clinical training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

## **6. STATUS OF SCHOOL AND UHTC**

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

## **7. INDEMNIFICATION**

- A. SCHOOL agrees to indemnify, defend and hold harmless, UHTC and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the SCHOOL, its officers, employees, agents or its students.
- B. UHTC agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the UHTC, its agents or its employees.

## **8. INSURANCE**

- A. The SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and URIC against liability arising from or incident to the use and operation of the UHTC by the SCHOOL's students and naming UHTC as an additional insured.
- B. UHTC's insurance is the primary insurance during class time, Other than class time the SCHOOL's insurance is primary.
- E. The SCHOOL shall also maintain and provide evidence of workers' compensation and disability coverage for its students as required by law.
- F. UHTC shall also maintain and provide evidence of workmen's compensation and disability coverage for its employees as required by law.
- E. The SCHOOL shall provide UHTC with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the UHTC of the cancellation of such insurance. The SCHOOL shall promptly notify the UHTC of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

- F. UHTC shall provide SCHOOL with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to SCHOOL of the cancellation of such insurance. UHTC shall promptly notify the SCHOOL of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder,

**9: TERM AND TERMINATION**

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter.
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least thirty (30) days prior written notice of their desire to renew, and the other party's agreeing to such a renewal, in writing, 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 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

**10. GENERAL PROVISIONS**

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or 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.
- C. 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 addition to such other relief as the court or arbitrator may deem appropriate.

- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- 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. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Maieure. 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.
- H. 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.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:
1. Notice to the UHTC:  
  
Yvonne Thomas, MD, MPH, FACS, CEO  
United Heart Training Center  
420 Executive Court North, Suite G Fairfield, CA 94534  
Telephone 707.759.5968

2. Notice to the SCHOOL:

Maurice McKinnon, EdD, RN,  
Dean, School of Health Sciences  
Solano Community College  
4000 Suisun Valley Road  
Fairfield, California 94534-4017  
Telephone 707.864.1208  
Facsimile: 707.646.2062

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law,
- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto, 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.

**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.

**UHTC**

By: Yvonne Thomas, MD, MPH, FACS

Y Lawson-Thomas MD  
Signature

Title: President - CEO  
Date: June 9th - 2014

**SCHOOL**

By: Jowel C. Laguerre, PhD

\_\_\_\_\_  
Signature

Title:  
Date:

**ADDENDUM TO AGREEMENT FOR EDUCATION SERVICES BY AND  
BETWEEN UNITED HEARD TRAINING CENTER, LLC, AND  
SOLANO COMMUNITY COLLEGE DISTRICT**

This Addendum is by and between **United Heart Training Center, LLC** (hereinafter known as UHTC) located at 420 Executive Court North, Suite G, Fairfield, California 94534 and **Solano College** (hereinafter known as SCHOOL) and located at **4000 Suisun Valley Road, Fairfield, California 94534-4017** and pertains to the Agreement for Education Services executed by and between these same parties on or about June 9, 2014.

Specifically, this Addendum addresses the payment SCHOOL will make to UHTC, and requires as follows:

Payment to UHTC. The initial cost per course per student is \$4,000.00 per student per course. It is anticipated each student will enroll and complete several courses in order to complete the Program. UHTC shall remit to SCHOOL payment equal to Nineteen percent (19%) of the complete Program cost, in full, per student, and prior to that student participating in the Program.

Absent UHTC's timely receipt of the aforementioned payment from SCHOOL, students will not be permitted to participate in the Program.

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.

**UHTC**

By: Yvonne Thomas, MD, MPH, FACS

*Y. Lawson-Thomas MD*

Signature

Title: *Resident - CEO*  
Date: *June 9th - 2014*

**SCHOOL**

By: Jowel C. Laguerre, PhD

\_\_\_\_\_  
Signature

Title:  
Date:



AGENDA ITEM 14. (a)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED REVISED JOB DESCRIPTION  
DIRECTOR, RESEARCH AND PLANNING  
(ADMINISTRATIVE LEADERSHIP GROUP)

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY**

The minimum qualifications have been downgraded to include the option to look at a Bachelor's Degree qualified candidate who has seven years of experience. Because Institutional Research as a discipline does not really have specific qualifications, it is felt that this combination would yield a larger and more diverse candidate pool while still maintaining the necessary quality to perform the job. There are also very minor amendments to remove outdated language.

Approval is requested at this time.

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

**SUPERINTENDENT'S RECOMMENDATION:**

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman  
Consultant, Human Resources

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

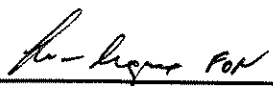
**ADDRESS**

707 864-7286

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

June 6, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

June 6, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT  
POSITION DESCRIPTION**

**CLASS TITLE:                   DIRECTOR OF RESEARCH AND PLANNING  
(Classified Manager)**

**BASIC FUNCTION:**

Under the direction of the Dean of Research, Planning and Institutional Effectiveness, perform duties related to development and management of a college research and planning processes; coordinates strategic planning and research efforts; ensures accurate compliance with internal program review processes; responsible for development and dissemination of planning information. Prepare and maintain data and reports critical to decision making. Provide assistance and counsel in the analysis and interpretation of academic and administrative data in support of decision making and policy formation; coordinate external environmental scanning. Provide management support to the College's ongoing institutional effectiveness program.

**REPRESENTATIVE DUTIES:**

- Work closely with all administrative offices and College committees in determining research projects.
- Actively manage the Colleges Program Review process. Monitor timelines and compliance, support the process with training and resources as required as well as communicate results and recommendations coming from Program Review.
- Act as technical consultant on Service Area Outcomes. Provide training to managers on developing sound outcomes for their service areas. Provide suggestions and support on developing success criteria, assessment methods and results interpretation.
- Prepare, maintain and report on a variety of comprehensive statistical studies related to enrollment, matriculation, demographics, equity, student learning outcomes, course scheduling patterns and other mandated information; assure the timely processing and distribution of reports to State agencies and College administrators.
- Liaise with webmaster to ensure reports are freely available and accessible by internal and external stakeholders.
- Work with Dean of Research, Planning and Effectiveness to identify major college decision points and produce impartial analysis to support decision making.
- Conceptualize, design and execute research projects by establishing framework, data elements and methodology and compile and analyze complex statistical data and report findings in narrative or graphic formats.
- Develop, format, write and edit formal published reports, as required by the College and the State or other external agencies; prepare informal written reports and make oral

presentations to the Board of Trustees, individuals and small groups, both on and off campus as appropriate.

- Provide technical expertise to faculty and staff regarding research projects and methodology.
- Maintain contacts with off-campus research sources and organizations.
- May work on research projects in cooperation with other agencies and academic institutions and coordinate staff activities involved in participation in such projects.
- Through continued study and participation in professional organizations, maintain current in the fields of organizational planning and post-secondary education, writing summaries, as appropriate, and advising staff and others regarding practical applications.
- Coordinate and support a broad-based, comprehensive, collaborative program of District planning, which incorporates the outcomes of program review, accreditation, and other on-going evaluation programs.
- Serve as a resource staff member for the District's Shared Governance Council, assisting this body in gathering data for decision making.
- Serve as the facilitator for the District's planning committees.
- Coordinate and maintain the District plans, incorporating program reviews, internal and external data scans, and needs assessments.
- Identify primary institutional source data and external local, State and national demographic data to be used in research projects and reports.
- Conceptualize and interpret complex data and develop clear, concise recommendations to effectuate improvement in programs, planning and strategic goals.
- Assist in evaluation of progress toward achievement of adopted goals, recommending actions where appropriate.
- Develop systematized methods for the gathering of data, including, student learning outcome assessment, workload measures, financial indicators and program review.
- Assist in preparation and administration of the budget for the Office of Research and Planning.
- Assist in the evaluation, selection and implementation of new data analysis and reporting software.
- Hire, orient, train, assign, schedule, supervise and evaluate office staff, assuring that applicable regulations and policies are adhered to and applied correctly.



- Maintain work unit standards for service efforts and other quality control measures and facilitate improvements in quality of staff efforts.
- Serve on appropriate committees and represent management, as requested.
- Perform related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

KNOWLEDGE OF:

- Outcomes assessment and program review processes.
- Research methodology and statistical analyses related to student performance.
- course scheduling and administrative functions.
- Compilation, analysis and distribution of complex data.
- Oral and written communication skills, including formal report and technical writing.
- Budget preparation and control techniques.
- Correct English usage, grammar, spelling, punctuation and vocabulary.
- Modern office practices, procedures and equipment, including database, spreadsheet, word processing, and statistical software.

ABILITY TO:

- Manage and support complicated internal processes.
- Design and develop structured data-gathering and analysis systems, including survey questions.
- Design and implement data-collection systems in support of institutional planning, both operational and strategic.
- Prepare, format, edit and distribute narrative and statistical reports.
- Develop special analytical studies related to matriculation components, curriculum, instructional programs, and college management.
- Operate a computer and a variety of spreadsheet, database, reporting and word processing programs.
- Communicate effectively, both orally and in writing.

- Demonstrate an understanding and sensitivity to the diverse socio-economic, cultural and ethnic background of all employees, including the disabled.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze situations accurately and adopt an effective course of action.
- Work independently with little direction.
- Plan and organize work.

**EDUCATION AND EXPERIENCE:**

Master's Degree, including or supplemented by course work in statistics, research methodology, project planning or related fields, and two years of experience in Institutional or Educational Research and Planning. Or Bachelor's Degree, including or supplemented by course work in statistics, research methodology, project planning or related fields and seven years of experience in Institutional or Educational Research and Planning. Community College experience desired.

**PHYSICAL DEMANDS:**

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

**WORK ENVIRONMENT:**

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

RJS/zg

Board approved: 6/16/99  
Revised: 8/12/13  
Revised: PC/NCB 5/30/14

AGENDA ITEM 14. (b)  
MEETING DATE June 18, 2014

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSED NEW JOB DESCRIPTION  
TRANSFER & ARTICULATION SPECIALIST  
(CSEA)

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY**

To better reflect the unique duties of this position, a new job description has been created for the Counseling Department. The Transfer & Articulation Specialist position will be placed on Range 13 of the 2013-14 CSEA Salary Schedule.

Approval is requested at this time.

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

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Nona Cohen-Bowman  
Consultant, Human Resources

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

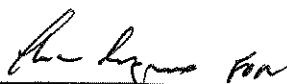
ADDRESS

707 864-7286

TELEPHONE NUMBER

Administration  
ORGANIZATION

June 6, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT



**SOLANO COMMUNITY COLLEGE DISTRICT  
CLASS SPECIFICATION**

**CLASS TITLE:                   TRANSFER & ARTICULATION SPECIALIST**

**BASIC FUNCTION:**

Under the direction of the Dean of Counseling, provides administrative and clerical support for the college Transfer and Articulation programs. Works directly with the Transfer Center Counselor (TCC) and the Articulation Officer (AO). The staff person will be expected to work independently.

**DUTIES AND RESPONSIBILITIES**

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

Primary Duties and Responsibilities:

- Meet multiple articulation and transfer center reporting requirements and deadlines.
- Plan and implement multiple annual Transfer Center (TC) program activities.
- Attendance at Articulation and/or Transfer meetings, Curriculum Committee, conferences, seminars, or workshops.
- Maintain and update data management systems including but not limited to OSCAR, ASSIST and C-ID.
- Enter data for all existing and new transferable courses and programs into Statewide data management systems.
- Communicate regularly with faculty, staff, and administrators regarding articulation, including policies and procedures with UC, CSU, California Community Colleges, and other educational institutions.
- Coordinate the course and program articulation process with the Articulation Officer.
- Research course transfer information.
- Compile, organize and consolidate data for inclusion in periodic statistical reports, program reviews and assessment.
- Create, organize and maintain electronic and hard copy files.
- Assist with the creation, updating and maintenance of college articulation website.
- Work with the Curriculum Office to keep current on curricular changes and to obtain data and information as needed.

## Transfer & Articulation Specialist – Continued:

2

- Staff the Transfer Center (TC) during open hours to welcome and assist students virtually, in person or via the telephone.
- Use social media tools to expand TC services to distance education students.
- Refer students and others to appropriate student service programs including counseling, financial aid, career services, assessment center, EOPS, etc.
- Schedule college representative visits each semester and update all media which publicizes those visits including print and web information.
- Update bulletin boards and design promotional materials which advertise TC services.
- Update and maintain TC web information.
- Assist in planning and organizing events such as college fairs, transfer workshops and college field trips.
- Prepare and maintain accurate comprehensive records of TC usage.
- Assist in the maintenance and streamline process for TAG agreements with universities.
- Coordinate the scheduling of TAG appointments between students and counselors.
- Facilitate room scheduling for visiting representatives.
- Assist with implementation of all parts of the Transfer Center Plan (Title 5 regulations).
- Train and provide work direction to hourly and student workers as assigned.
- Host information tables on campus to promote TC events and activities.
- Assist TC counselor in development of strategic marketing plans and activities to raise transfer awareness and TC visibility on campus.
- Maintain current publications, handouts and catalogs and develop additional materials as related to transfer and articulation.

### Secondary Duties and Responsibilities:

- Create articulation materials as needed.
- Contact articulation personnel at other educational institutions as directed by the AO.
- Occasionally purchase and inventory supplies and materials.
- Assist with monitoring and retrieving budget data for reporting purposes.
- Other duties as assigned by the Dean in collaboration with the AO.

- Serve as a chaperone for college field trips.
- Move furniture and boxes of supplies to accommodate center activities.
- Review and monitor the TC budget with TC counselor.
- Assist TC counselor with organization and coordination of in-services training opportunities for counselors.
- Other duties as assigned by the dean in collaboration with the TC counselor.

**MINIMUM QUALIFICATIONS:**

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

**EDUCATION AND EXPERIENCE:**

- Graduation from high school supplemented by college course work AND
- Three years of increasingly responsible and related work experience involving extensive data management and public contact, including at least one year of student services experience OR
- Any combination of training, experience, and/or education that provides the required knowledge, skills and abilities. Experience in data management systems is highly desirable.
- Associate Degree from a regionally accredited college is preferred.

**KNOWLEDGE, SKILLS, AND ABILITIES:**

- Computer technology and familiarity with software such as Adobe Acrobat; MS office suite; office equipment.
- Web navigation.
- Standard office procedures.
- Work independently.
- Meet multiple deadlines.
- Manage complex workflow.
- Establish priorities.

- Be flexible and organized.
- Communicate effectively both verbally and in writing.
- Provide good customer service.
- Lift and carry 30 lbs.

**PHYSICAL DEMANDS:**

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

**WORK ENVIRONMENT:**

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

BP/mc: 05.13.14

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



SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: TENTATIVE DISTRICT GENERAL AND SPECIAL FUNDS  
BUDGETS AND PROPOSED TIME AND PLACE FOR THE  
PUBLIC HEARING AND ADOPTION OF THE OFFICIAL  
DISTRICT BUDGETS FOR 2014-2015

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY:**

Yulian I. Ligioso, Vice President of Finance & Administration, will present for acceptance the District's Tentative 2014-2015 General and Special Funds budgets and the dates to establish the public hearing and formal adoption of the 2014-15 budgets. A budget update, including a PowerPoint presentation labeled, "Tentative Budget 2014-2015 1<sup>st</sup> Reading", was presented at the June 4, 2014, Board Study Session.

The public hearing and the adoption of these official 2014-2015 budgets, in accordance with California Code of Regulations, Title 5, Section 58301, are tentatively scheduled for the Board meeting on Wednesday, September 17, 2014, in the Board Room (First Floor-West Lobby) at 360 Campus Lane, Fairfield, CA.

Copies of the District's 2014-2015 Tentative Budget will be provided to the Board under separate cover. Copies are available from the Office of the Vice President of Finance & Administration, and online at: [http://www.solano.edu/finance\\_admin/](http://www.solano.edu/finance_admin/).

Government Code: Board Policy: 3000, 3005 Estimated Fiscal Impact: N/A  
California Code of Regulations (CCR) Title 5, Section 58301

SUPERINTENDENT'S RECOMMENDATION:

☒ APPROVAL ☐ DISAPPROVAL  
☐ NOT REQUIRED ☐ TABLE

Yulian I. Ligioso, Vice President  
Finance and Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707-864-7209

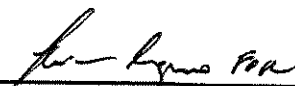
TELEPHONE NUMBER

Finance and Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: PROPOSAL FOR THE ADOPTION OF A MATERIALS FEE  
FOR ART CLASSES

**REQUESTED ACTION:** INFORMATION/ACTION

**SUMMARY:**

In 2009, approval was given for a modest fee to be collected for instructional supplies for the ceramics and printmaking classes. By collecting this fee, the department was able to provide students with the right supplies on the first day of class. For their \$20, we are able to supply students with more materials because of buying in bulk and; thus, saving money.

We are requesting to add a modest \$20 materials fee for all studio art classes that do not currently have them. The materials provided with the fee get students started successfully with their assignments. With this instructional supply fee, student success is increased as there is no more waiting and no longer student out-of-pocket expenditures for art materials. It levels the playing field for all the students in a class, and benefits every student.

Art classes that need a materials fee added are attached.

Approval is requested at this time.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact:</i>
<b>BOT 2013-2014 Goals:</b>	<b>Access and Success</b>	

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL ☐ DISAPPROVAL  
☒ NOT REQUIRED ☐ TABLE

Neil Glines, Dean  
School of Liberal Arts

PRESENTER'S NAME

4000 Suisun Valley Road  
Fairfield, CA 94534

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TELEPHONE NUMBER

Academic Affairs

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

## Education Code Requirement pertaining to collection of Materials Fees:

81457. The governing board of a community college district may authorize any officer or employee of the district to sell to any student personal property of the district which has been fabricated by such student, at the cost to the district of the materials furnished by the district and used therein.

81458. The governing board of a community college district may sell to persons enrolled in classes for adults maintained by the district materials that may be necessary for the making of articles by those persons in the classes. The materials shall be sold at not less than the cost thereof to the district and any article made therefrom shall be the property of the person making it.

This section shall become operative January 1, 1992.

## **SCC Classes that were approved in March 2009 to collect \$20/student:**

Art 8:	Design Principles in 3D
Art 23:	Intro to Ceramics: Hand Building
Art 24	Intermediate Ceramics: Hand Building
Art 25	Ceramic Design and Decoration: Hand Building Methods
Art 26	Intro to Ceramics: Wheel Throwing Techniques
Art 27	Intermediate Ceramics: Wheel Throwing Techniques
Art 28	Ceramic Design: Wheel Throwing Techniques
Art 29	Relief Pottery
Art 31	Sculpture
Art 32	Sculpture: Human Figure

Art 33	Intermediate Sculpture
Art 34	Ceramic Sculpture
Art 35	Wood-Fired Ceramics
Art 37	Clay and Glazes for the Ceramic Artist
Art 38	Introduction to Printmaking
Art 39	Etching and Engraving: Line Techniques
Art 40	Etching and Engraving: Tone
Art 41	Etching and Engraving: Color
Art 42	Printmaking: Silkscreen
Art 43	Relief Printmaking

In 2009 we requested and were approved for a modest fee to be collected for instructional supplies for the above listed ceramics and printmaking classes. By collecting this fee we are able to provide that student with the right supplies on the first day of class. For their \$20 we are able to supply them with more materials, as we are buying in bulk and saving money through the economy of scale. The entire fee collected is spent on materials that are used for class assignments and become the student's personal property. The materials we provide with the fee get them started successfully with their assignments. (They will have to purchase additional materials from the bookstore or elsewhere) Through this instructional supply fee student success has increased, as they no longer have to dig into their pockets or wait till payday to buy their art materials. It levels the playing field for all the students in a class, and is a benefit to the student, contributing to academic success.

**Expenditures from materials fees are reviewed and evaluated by faculty and staff at the end of the fiscal year.** Sometimes adjustments are made in the type and amount of supplies purchased. For example, at the end of the 09-10 fiscal year it was determined that the amount collected from ceramics students was enough to purchase a starter bag of clay in addition to the glaze materials that were being purchased.

**Proposal for adding \$20/student materials fee for the following classes:**

<b>Art 4: Life Drawing</b>	<b>ART 44: Kiln Design/Firing</b>
<b>Art 5: Life Drawing</b>	<b>ART 45: Art Studio Concepts</b>
<b>Art 6: Design Principles in 2-D</b>	<b>ART 46A: Portfolio: Art Inquiry</b>
<b>Art 7: Design-Color</b>	<b>ART 52: Emblem and Layout</b>
<b>Art 14: Introduction to Drawing</b>	<b>Art 54: Illustration I</b>
<b>Art 15: Intermediate Drawing</b>	<b>Art 55: Illustration II</b>
<b>Art 16: Beginning Painting</b>	<b>Art 56: Graphic Design</b>
<b>Art 17: Acrylic and Oil Painting</b>	<b>Art 57: Graphic Design II</b>
<b>Art 18: Acrylic and Oil Painting</b>	<b>Art 58: Clothed figure</b>
<b>Art 19: Figure Painting</b>	<b>Art 61: Collage and Assemblage</b>
<b>Art 20: Landscape Drawing and Painting</b>	<b>Art 64: Monoprint</b>
<b>Art 21: Watercolor</b>	<b>Art 65: Bookmaking</b>
<b>Art 22: Watercolor</b>	<b>ART 76B: Portfolio: Documentation</b>
<b>Art 30: Architectural Ceramics, Murals, Tiles Ceramics</b>	<b>Art 100: Color and Mixed Media Drawing</b>
<b>Art 35A: Introduction to Wood-Fired</b>	<b>Art 145: Portrait Drawing and Painting</b>
<b>ART 36: Ceramic Surfaces</b>	

Faculty will determine the supply lists for the above courses, and the college will purchase starter supplies that will become the personal property of the student. The supplies will be purchased in bulk and the economy of scale will benefit the student. Each student will have supplies to get started on the first day of class. Additional supplies will need to be purchased from the bookstore or elsewhere to complete the course.

Records of expenditures for each class that collects a materials fee, along with a supply list for each course will be stored on a shared drive and updated. An end of fiscal year report that matches collections to expenditures will be produced by the department.



**Instructional Materials Fee: additional classes for Art Dept. 5/19/14**

<b>Course</b>	<b>Material for which fee is needed</b>	<b>Relation to Objectives</b>	<b>Continuing Value</b>	<b>Fee</b>	<b>Cost if Purchased elsewhere</b>	<b>Why from District?</b>	<b>District Only Source</b>	<b>If not, reason?</b>
<b>Art 4 Life Drawing</b>	Paper, pens, charcoal, pencils, paint	To produce Assignments that student will take home.	Yes	\$20	\$50-\$100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 5 Life Drawing</b>	Paper, pens, charcoal, pencils, paint	To produce Assignments that student will take home.	Yes	\$20	\$50-\$100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 6 Design Principles in 2-Dimensions</b>	Paper, pens, charcoal, pencils, paint	To produce Assignments that student will take home.	Yes	\$20	\$50-\$100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials

<b>Art 7 Design-Color</b>	Paper, pens, charcoal, pencils, paint	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 14 Introduction to Drawing</b>	Paper, pencils, charcoal, pens, ink	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 15 Intermediate Drawing</b>	Paper, pencils, charcoal, pens, ink	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 16 Beginning Painting</b>	Paper, paint, canvas, stretcher bars	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store

<b>Art 17 Acrylic and Oil Painting</b>	Paper, paint, canvas, stretcher bars	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 18 Acrylic and Oil Painting</b>	Paper, paint,brushes canvas, stretcher bars	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 19 Figure Painting</b>	Paper, paint, brushes, canvas, stretcher bars	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
<b>Art 20 Landscape Drawing and Painting</b>	Paper, paint, brushes, canvas, stretcher bars	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have

Art 21 Watercolor	Paper, paint, brushes,	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
Art 22 Watercolor	Paper, paint, brushes	To produce Assignments that student will take home.	Yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials
Art 30A Architectural Ceramics, Murals, Tiles	Glazes & Clays	To produce and finish ceramic assignments made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the clay and glazes and does not have the space to store individually purchased chemicals.
Art 35A Introduction to	Clays and Glazes	To produce and finish	yes	\$20	\$50-100	Economy of scale	No	The college needs to



Wood-Fired Ceramics		ceramic assignments made by students							monitor the clay and glazes and does not have the space to store individually purchased chemicals.
ART 36 Ceramic Surfaces	Glazes & Clays	To produce and finish ceramic assignments made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the clay and glazes and does not have the space to store individually purchased chemicals.	
ART 44 Kiln Design/Firing	Glazes and Clays		yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.	
ART 45 Art Studio Concepts	Clay & Glazes	To produce and finish ceramic assignments made by student	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the clay and glazes and does not have the space to store	

<b>ART 46A: Portfolio:Art Inquiry</b>	Clay & Glazes	To produce and finish ceramic assignments made by student	yes	\$20	\$50-100	Economy of scale	No	individually purchased chemicals. The college needs to monitor the clay and glazes and does not have the space to store individually purchased chemicals.
<b>ART 76B: Portfolio: Documentation</b>	Clay and Glazes	To finish ceramic items made by students	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the glazes and does not have the space to store individually purchased chemicals.
<b>ART 52: Lettering and Layout</b>	Paper, brushes, pens, inks, charcoal, pencils	To produce Assignments that student will take home.	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials..
<b>Art 54 Illustration 1</b>	Paper, brushes, pens, inks, charcoal, pencils	To produce Assignments that student will take	yes	\$20	\$50-100	Economy of scale	No	The college needs to monitor the materials and

		home.							does not have the space to store individually purchased materials..
Art 55 Illustration II	Paper, brushes, pens, inks, charcoal, pencils	To produce Assignments that student will take home.	Yes	\$20	\$50-\$100	Economy of scale	No		The college needs to monitor the materials and does not have the space to store individually purchased materials
Art 56 Graphic Design	Paper, ink, paint	To produce Assignments that student will take home.	Yes	\$20	\$50-\$100	Economy of scale	No		The college needs to monitor the materials and does not have the space to store individually purchased materials
Art 57 Graphic Design II	Paper, ink, paint	To produce Assignments that student will take home.	Yes	\$20	\$50-\$100	Economy of scale	No		The college needs to monitor the materials and does not have the space to store individually purchased materials
Art 58 Clothed figure	Paper, brushes, pens,	To produce Assignments	Yes	\$20	\$50-\$100	Economy of scale	No		The college needs to

	inks, charcoal, pencils, paint	that student will take home.							monitor the materials and does not have the space to store individually purchased materials
Art 61 Collage and Assemblage	Paper, brushes, pens, inks, charcoal, pencils, paint	To produce Assignments that student will take home.	Yes	\$20	\$50-\$100	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials	
Art 64: Monoprint	Ink,paper, plates (linoleum, copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.	
Art 65: Bookmaking	Ink,paper,plates (linoleum,copper, Zinc, polymer)	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.	



<b>Art 100</b> <b>Color and Mixed</b> <b>Media Drawing</b>	Paper, brushes, pens, inks, charcoal, pencils, paint	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale	No	The college needs to monitor the materials and does not have the space to store individually purchased materials.
<b>Art 145</b> <b>Portrait Drawing</b> <b>and Painting</b>	Paper, brushes, pens, inks, charcoal, pencils, paint	To produce Assignments that student will take home.	Yes	\$20	\$100-\$150	Economy of scale		The college needs to monitor the materials and does not have the space to store individually purchased materials.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: LAW ENFORCEMENT SERVICES PROPOSAL  
PRESENTATION

**REQUESTED ACTION:** INFORMATION

**SUMMARY:**

The Solano Community College District and the Solano County Sheriff's Office have been working on an agreement to address the law enforcement needs of the college with the intention to increase campus safety and security.

After numerous meetings with Operating Engineers Local 39, the bargaining unit representing the Solano College Police Department, the District and Local 39 reached a settlement agreement last week that fully supports the transition of law enforcement services at the college to the Sheriff's Office.

Yulian Ligioso, Vice President of Finance & Administration, will present on the current status and give the highlights of the proposal. The proposal will return to the Board at a future meeting for approval.

*Government Code:*

*Board Policy:*

*Estimated Fiscal Impact:*

SUPERINTENDENT'S RECOMMENDATION:

☐ APPROVAL

☐ DISAPPROVAL

☒ NOT REQUIRED

☐ TABLE

Yulian Ligioso, Vice President  
Finance & Administration

PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

(707) 864-7209

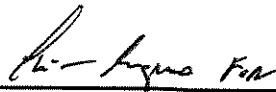
TELEPHONE NUMBER

Administration

ORGANIZATION

June 6, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

June 6, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



STATIONARY ENGINEERS LOCAL 39,

Charging Party,

v.

SOLANO COUNTY COMMUNITY COLLEGE  
DISTRICT,

Respondent.

Case No. SF-CE-3017-E

**SETTLEMENT AGREEMENT**

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the Stationary Engineers Local 39 (Local 39) and the Solano County Community College District (District), in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning the contracting out of the District's Police Department.

2. Kandy Carlsmith will remain in her current position as a sworn police officer employed by the District.

3. Jesse Branch will remain in his current position as a community service officer employed by the District.

4. The District will post a notice on Local 39 bulletin boards stating:

The Solano County Community College District will continue to meet and negotiate with Stationary Engineers Local 39 on all matters within the scope of representation, including contracting out bargaining unit work.

5. The District may proceed to enter into a contract with the Solano County Sheriff's Department to provide law enforcement services for the District.

6. Stationary Engineers Local 39 will withdraw Unfair Practice Charge No. SF-CE-3017-E with prejudice upon ratification of this Settlement Agreement by the District's Governing Board.

7. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.

8. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

9. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals. This Settlement Agreement is subject to ratification by the Governing Board of the District.

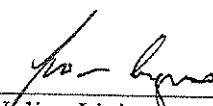
For Charging Party:

  
\_\_\_\_\_  
Megan Lane  
Business Representative

Date

5/29/14

For Respondent:

  
\_\_\_\_\_  
Yulian Ligioso  
Vice President, Finance and Administration

Date

5/29/14