

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

EMPLOYMENT 2013-2014

Regular Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
TBA	Accounting Specialist I	04/21/14

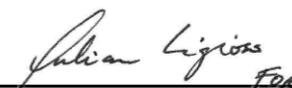
Short-term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Jennifer Cinkornpumin	Program Assistant	01/14/14 – 06/30/14	\$9.60 hr.
Patricia Delorefice	Children’s Program Assistant	03/19/14 – 06/30/14	\$14.43 hr.
April Nelson	Registration Aide	03/10/14 – 06/30/14	\$10.00 hr.
Carol Zadnik	Distance Education Technician	01/15/14 – 06/30/14	\$17.92 hr.

Professional Experts

<u>Name</u>	<u>Assignment</u>	<u>Dates</u>	<u>Amount</u>
Greg Begin	Workshop Presenter	04/08/14 – 04/08/14	\$250.00
Greg Begin	Workshop Presenter	05/13/14 – 05/13/14	\$250.00
Sherry Currie-Proctor	Workshop Presenter	04/03/14 – 04/24/14	\$900.00
Sherry Currie-Proctor	Workshop Presenter	05/01/14 – 05/27/14	\$900.00
Jacqueline Jones	Workshop Presenter	04/01/14 – 04/15/14	\$540.00
Jacqueline Jones	Workshop Presenter	05/06/14 – 05/20/14	\$540.00
Kerry Pilley	Workshop Presenter	04/01/14 – 04/20/14	\$720.00

**Bruce Petersen**  
AVP, Human Resources

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

March 21, 2014  
Date Submitted

March 21, 2014  
Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR

Governing Board Meeting

April 2, 2014

Page 2

**Professional Experts – continued:**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Dates</u></b>	<b><u>Amount</u></b>
Kerry Pilley	Workshop Presenter	05/06/14 – 05/20/14	\$720.00
Kerry Pilley	Workshop Presenter	06/03/14 – 06/13/14	\$540.00
Noel Vargas	Workshop Presenter	04/02/14 – 04/24/14	\$1,080.00
Noel Vargas	Workshop Presenter	05/01/14 – 05/21/14	\$1,080.00
Noel Vargas	Workshop Presenter	06/04/14 – 06/18/14	\$540.00
Tyffany Wanberg	Workshop Presenter	04/01/14 – 04/29/14	\$1,980.00
Tyffany Wanberg	Workshop Presenter	05/01/14 – 05/28/14	\$1,800.00
Tyffany Wanberg	Workshop Presenter	06/03/14 – 06/18/14	\$720.00

**GRATUITOUS SERVICE**

<b><u>School/Department</u></b>	<b><u>Name</u></b>	<b><u>Assignment</u></b>
Human Performance and Development	Anthony Moraila	Dancer/Performer for Dance Production Class for Spring Semester 2014
Human Performance and Development	Marnie Salvani	Dancer/Performer for Dance Production Class for Spring Semester 2014
Counseling	Candido Servera, Jr.	With supervision of DSP counselor, will review student files, Title 5 Regulations, Medical Records to determine accommodations.

**REQUEST FOR REDUCED WORKLOAD**

In accordance with CCA/CTA/NEA collective bargaining agreement Article 10, Section 10.2, the following instructors are requesting a reduced workload for the 2014-15 academic year. The reduction is authorized under California Education Code, Section £22713. The following instructors are requesting approval for their reduced workload for 2014-15.

<b><u>Name</u></b>	<b><u>Position</u></b>	<b><u>Reduction</u></b>
Angela Apostal	Counseling	20% Reduction
Robin Arie-Donch	Counseling	25% Reduction
Mary Gumlia	Counseling	10% Reduction
Erma Moreno	Counseling	20% Reduction
Barbara Pavao	Counseling	45% Reduction
Charles Spillner	Mathematics and Science	13.30% Reduction
Philip Summers	Mathematics and Science	46.67% Reduction

**RESIGNATIONS**

<b><u>Name</u></b>	<b><u>Assignment</u></b>	<b><u>Effective</u></b>
Thomas Warren	Liberal Arts	06/30/14

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

**TO: Members of the Governing Board**

**SUBJECT: WARRANT LISTINGS**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

3/5/2014	Vendor Payment	2511053088	\$1,875.36
3/7/2014	Vendor Payment	2511053089-2511053137	\$9,424.30
3/11/2014	Vendor Payment	2511053138-2511053271	\$189,766.97
3/12/2014	Vendor Payment	2511052378	\$25,582.12
3/12/2014	Vendor Payment	2511053272-2511053277	\$16,525.41
3/13/2014	Vendor Payment	2511053279	\$1,222,178.00
3/18/2014	Vendor Payment	2511053280-2511053362	\$239,849.53
3/19/2014	Vendor Payment	<u>2511053363</u>	<u>\$770.30</u>
<b>TOTAL</b>			<b>\$1,705,971.99</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.

*Government Code: ECS 70902 & 81656*      *Board Policy: 3240*      *Estimated Fiscal Impact: \$1,705,971.99*

**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**

March 21, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

March 21, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

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

PERSONAL SERVICES AGREEMENTS

Academic Affairs  
Diane White, Interim Vice President

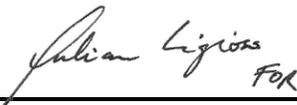
<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Cole Communications, Inc.	Provide services for editing, review and updates for the CTE Transitions brochure, presentation and website.	April 3, 2014 – June 30, 2014	Not to exceed \$800.00
Nicola Place	Provide services for preparation, facilitation and follow-up of counseling retreat.	March 10, 2014 – April 11, 2014	Not to exceed \$2,080.00
Jerry Takigawa	To update and revise the Solano Community College CTE Transitions website, brochure, presentation folder and banner.	April 3, 2014 – June 30, 2014	Not to exceed \$2,500.00

**Yulian I. Ligioso**

Vice President, Finance and Administration

March 21, 2014

**Date Submitted**



**JOWEL C. LAGUERRE, Ph.D.**

Superintendent-President

March 21, 2014

**Date Approved**

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

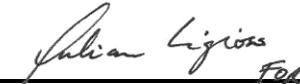
TO: Members of the Governing Board  
SUBJECT: EDUCATIONAL MASTER PLAN AND FACILITIES  
MASTER PLAN DISTRICT STANDARDS

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board "acceptance" is requested for the Educational Master Plan (EMP) and Facilities Master Plan (FMP). The EMP and FMP represent over two years of work by Administrators, Faculty, Staff, Students and others, and "acceptance" is required before the Measure Q bond work can begin in earnest. The EMP and FMP are considered "living" documents, and adjustments will be brought to the Board for consideration from time to time. An Executive Summary is attached.

There is no fiscal impact for this item.

<i>Government Code:</i>		<i>Board Policy:</i>		<i>Estimated Fiscal Impact: Measure Q Funds \$0.00</i>	
<b>SUPERINTENDENT'S RECOMMENDATION:</b>			<input checked="" type="checkbox"/> APPROVAL	<input type="checkbox"/> DISAPPROVAL	
			<input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> TABLE	
Leigh Sata Executive Bonds Manager					
<b>PRESENTER'S NAME</b>					
360 Campus Lane, Suite 201 Fairfield, CA 94534					
<b>ADDRESS</b>					
(707) 863-7855					
<b>TELEPHONE NUMBER</b>					
Administration					
<b>ORGANIZATION</b>					
March 21, 2014					
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>					
					
<b>JOWEL C. LAGUERRE, Ph.D.</b> Superintendent-President					
March 21, 2014					
<b>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</b>					

**SOLANO COMMUNITY COLLEGE DISTRICT**  
**Executive Summary**  
**Educational Master Plan and Facilities Master Plan**  
**April 2, 2014**

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**Background**

The *Educational Master Plan (EMP)* will inform critical decision making to enable the College to achieve its mission and achieve the goal of increasing access, equity and success for all students. The EMP works in conjunction with the Strategic Plan, the Facilities Master Plan (FMP) and Technology plan. The EMP details key initiatives to advance academic programs, educational innovations and student support services.

The *Facilities Master Plan (FMP)* is informed by the strategic goals of the EMP and will lead to the construction of facilities to support those goals. The FMP includes four volumes as noted:

- Book 1: The Master Plan
- Book 2: The Standards
- Book 3: The Guidelines
- Book 4: The Appendix

A brief summary is provided.

**Summary: The Educational Master Plan**

The EMP describes a planning process and methodology spanning two years, including input from faculty, staff and students, community members, and a detailed “environmental scan,” which incorporated key data and research to better understand internal and external conditions impacting the College and service area. The result of the scan began to reveal the future direction of the County, which in turn provided a lens through which to view existing programs and services.

The basis of the plan is a stronger understanding of the current needs and projected trends for each of the SCC’s programs. This was accomplished through an internal program assessment questionnaire, allowing for faculty input to describe the program, role of the program and factors influencing the success of the program. Student success was also a factor, influenced by the Student Equity Plan and the implementation of the Student Success Act.

External factors also influence the EMP. The “Student Success Act (SB 1456),” the “Student Transfer Achievement Reform Act (SB 1440),” the “Accountability, Equity and the Student Success Scorecard” and “Accreditation Standards,” as well as challenges in funding at the State level all point to the College focusing on three core initiatives:

- Basic Skills and Developmental Education;
- Workforce Development and Career Technical Training; and
- General Education and Transfer.

These three initiatives are expressed in the Goals and Strategies for the College. The goals establish the basis for the development of the educational program at the College:

- A. Develop Workforce-Ready Career and Technical Graduates;
- B. Improve Basic Skills of all Students;
- C. Align Program Offerings for Transfer Achievement;

- D. Reduce Achievement Gaps in all Programs;
- E. Strengthen Program Development Through Research and Assessment;
- F. Improve Student Access to Courses, Programs and Services that Contribute to Student Success;
- G. Strengthen Community Partnerships;
- H. Connect Students to the College Community; and
- I. Build Alternative Funding and Revenue Sources.

The Student Success Act (SB 1456) has influence over the core matriculation services offered students. The student success agenda includes:

- Restructuring the delivery of student support services
- Identifying student educational goals early;
- Increasing outreach;
- Enhancing orientation and counseling;
- Increased support to innovative programs;
- Developing incentives for successful student behaviors; and
- Ongoing evaluation of programs.

Academic programs will reflect the goals of the College and will be evaluated regularly. Evaluation criteria will come from the environmental scan and from internal assessments that identify strengths and growth opportunities within the college. The EMP includes a comprehensive list of all programs, a list of strategic actions, rationale and support for those actions (measured against mission and goals), and how those actions are related to the EMP goals and strategies.

Technology is a growing concern at the College and the EMP includes ten areas of focus for the College, as follows:

1. Ubiquitous Access to Technology;
2. “Bring Your Own Device” capability;
3. Distance Education Programs;
4. Online Education Resources;
5. Virtualization;
6. Online Education Management;
7. Financial Planning Tools;
8. Digital Library Capability;
9. Notepad Device Checkout; and
10. Rich Library Media.

Finally, the EMP concludes with a section entitled “Envisioning the Future.” This section suggests four transformative concept opportunities, including:

1. *Explore Strong Local or Emerging Markets*
  - a. Agricultural and Food Science Center
  - b. Corporate Training and Innovation Center
  - c. Reactivate the Adaptive Physical Education Center
2. *Take Advantage of/Maximize Unique Partnerships*
  - a. Aeronautic Education Center
  - b. Co-Curricular Center at Winters High School

3. *Enhance Campus Life and Embrace New Ways of Learning*
  - a. Academic Success Center
  - b. Collaborative Learning Spaces
  
4. *Forge New Interdisciplinary Collaborations*
  - a. Center for Digital Media, Creative and Performing Arts
  - b. Center for Science, Technology, Engineering and Mathematics (STEM)
  - c. Workforce Development Center

The EMP lays out a comprehensive plan to address the long term needs of the College. It reflects demographic trends in Solano County, and includes the input of Administrators, Faculty, Staff and Students. The focus of the EMP is on student equity and success, and is intended to be a regularly referenced, as well as living document.

### **Summary: The Facilities Master Plan**

The Facilities Master Plan (FMP) is a four volume document, as noted in the background section of this summary. The sections are described as follows:

**Book 1** includes the master plan, design and sustainability guidelines and “FFE” (Furniture, Fixtures and Equipment) master plan.

The FMP should mirror the needs expressed in the EMP, and will include various components that make up a cohesive College environment. The plan is a “high-level” view of the campus, illustrating the general shape of buildings and landscape. The FMP includes a plan and rendering of each campus, as well as other planning components, including:

- The signage master plan;
- The infrastructure master plan and existing condition documentation;
- The ADA “transition plan,” highlighting areas of the campus in need of upgrade to meet the standards in the Americans with Disability Act;
- A draft version of the implementation plan; and
- The vision statement, goals, priorities and organizational concepts for landscape design.

The master plans were vetted extensively by staff, students and faculty. Care was taken to preserve projects installed recently under the Measure G bond and the placement of buildings was carefully considered so that as each campus grows, there is a continuing structure and logic to the campus.

Design and sustainability guidelines are a set of “rules” for project-specific architects, in order to assure a consistent look and feel on each campus. Sustainability guidelines were developed by the Landscape Architect in conjunction with the campus sustainability committee. “LEED” standards were selected as the appropriate measure, a widely accepted system for evaluating the energy efficiency of buildings and building sites. All buildings will meet a minimum of the LEED “silver” standard.

The Furniture, Fixtures and Equipment (FFE) master plan includes a narrative about the quality standards expected in the purchase of FFE. Furniture should be selected based on value and not just low cost, and should last for more than 10 years, even in a high use campus environment.

**Book 2** includes “District Standards.” District standards serve more than one purpose. *Architectural and landscape standards* encourage specific design features considered best practices in the industry, and limit the number of architectural “styles” on campus. Examples include the use of glass to create exterior transparent walls, the pronounced and clear entry identity for each building, and a “contemporary” feel to new projects. *Facilities standards* are set by the District’s Facilities team so that long term maintenance is consistent and achievable within a limited budget. These standards assure a level of quality and consistency, but should be considered a “living document,” as products evolve over time. Standards in this volume include:

- Civil Engineering and Landscape;
- Architectural;
- Audio-Visual;
- Telecommunications and Security;
- Mechanical, Electrical and Plumbing; and
- Fire Protection and Fire Alarm.

**Book 3** describes the process undertaken by the FMP team, as well as includes analysis and assessments of the existing buildings. Assessments in this section include:

- Campus Analysis
- Space Analysis;
- Facilities Assessments;
- Traffic and Parking Assessments;
- Infrastructure Assessments;
- Accessibility Reports; and
- Furniture Assessments.

**Book 4** is the Appendix to the documentation in Books 1 through 3. The appendix includes back-up material from research accumulated over the two year process. Section headings include:

- Existing Space Inventory;
- Workshop Results;
- Online Survey Results; and
- Previous Options and Excerpts from Meetings.

The FMP is a comprehensive document, with proposed projects clearly in alignment with the visionary projects listed in the EMP. Master plans for each campus have an internal logic and design standards for the District insure that the three campuses have a consistent “look and feel.”

## **CONCLUSION AND RECOMMENDATION**

Staff recommends that the EMP and FMP are “accepted” by the Board at this time. The documentation is rigorous in analysis, thorough in scope, and reflects the input of the Community, Administrators, Faculty, Staff and Students. The two year EMP and FMP process should come to a conclusion so that the EMP can be distributed as a standard document for use by staff, and so that the Measure Q bond projects identified in the FMP can be prioritized, funded and approved by the board.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD TO CREEGAN + D'ANGELO  
INFRASTRUCTURE ENGINEERS FOR PROFESSIONAL  
CIVIL ENGINEERING SERVICES CONTRACT  
RATIFICATION FOR BUILDING 1200 (THEATER)  
RENOVATION PROJECT

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

On March 5, 2014 [Agenda Item 7. (1)], the Board pre-approved a contract for Professional Civil Engineering Services for Building 1200 (Theater) Renovation project, with the understanding that the work would be executed by one of the "pool" of civil engineering consultants pre-approved by the Board.

Each of the pre-selected civil engineering consultants submitted a proposal, proper due diligence was performed and at this time, the Board is asked to ratify the contract of engineering firm Creegan + D'Angelo, in the amount of \$7,000.

Government Code: Board Policy: Estimated Fiscal Impact: \$7,000 State Funds

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

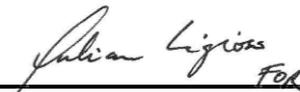
Leigh Sata  
Executive Bonds Manager  
PRESENTER'S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534  
ADDRESS

(707) 863-7855  
TELEPHONE NUMBER

Administration  
ORGANIZATION

March 21, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

March 21, 2014  
DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
(SURVEY - ENGINEERING SERVICES)**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 2 day of April, 2014 by and between the Solano Community College District, ("District") and **Creegan + DeAngelo** ("Consultant" or "Inspector"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall, as requested by the District, act as the project inspector for the Project and provide project inspection services as described herein and as further described in **Exhibit "A,"** limited to the area shown in **Exhibit "B"** attached hereto and incorporated herein by this reference ("Services").

The Services shall be performed on the following project/site(s) ("Project"):

**B1200 Renovation Project**

The Consultant's Service at any one of sites or combination thereof may be changed, including terminated, in the same manner as the project, as indicated herein, without changing in any way the remaining Consultant's Services at other site(s). The provisions of this Agreement shall apply to the Consultant's Services at each site, without regard to the status of the remaining component(s).

2. **Term.** Consultant shall commence providing services under this Agreement on April 02, 2014 and will diligently perform as required and complete performance by April 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:

- Signed Agreement
- Workers' Compensation Certification
- Insurance Certificates and Endorsements
- W-9 Form
- Other: \_\_\_\_\_

4. **Compensation.** District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Seven thousand Dollars (\$7,000.00). 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.
  - 4.2. The itemized invoice shall reflect the hours spent by the Consultant in performing its Services pursuant to this Agreement. The Services shall be performed at the hourly billing rates included in **Exhibit "C."**
  - 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, 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 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. Inspector's Authority.

- 9.1. **Full-Time Inspector under Direction of Architect.** The Inspector shall act as project inspector on a full-time, constant basis, including during off hours, and weekend hours as deemed necessary by the Inspector, the Architect and/or the District. The Inspector shall be under the direction of the Architect and is subject to the supervision of Division of the State Architect ("DSA").
- 9.2. **Authority to Reject Construction Work.** The Inspector shall not direct a contractor in the execution of the Construction Work. The Inspector does not have the authority to stop work on the Project. The Inspector shall have the authority to reject defective materials and to suspend any specific Construction Work that is being improperly performed, subject to the ultimate decision of the Architect and the District. The Inspector will have the authority to approve, disapprove, observe, and report matters pertaining to the Construction Work performed on the Project.
- 9.3. **Conflict of Interest.** The Inspector shall not have a financial or investment interest in any person, contractor, entity, or their employees, agents, or subcontractors with responsibilities for the construction of, design of, or other work or duties related to the Project. The Inspector shall not have the authority to assist any person, contractor, entity, or their employees, agents, or subcontractors in the performance of the any work on the Project. The Inspector shall not undertake any responsibilities of any person, contractor, entity, or their employees, agents, or subcontractors. It shall be understood, however, that the Inspector shall make every attempt to remove obstacles preventing the orderly progress of work on the Project.

10. **On-Site Presence.** The Inspector shall be physically present at each Site at all times necessary for performance of its duties as project inspector. The Inspector shall have personal knowledge of the Construction Work at all stages. The Inspector shall accompany the Architect, the District, the construction manager, or other consultants when any of them are observing the Construction Work. The Inspector shall be physically present for all concrete work and masonry work.

11. **Inspector's General Obligations, Duties, and Responsibilities.** The Inspector shall provide personal, competent, adequate and continuous construction inspections of all aspects of the Construction Work.

- 11.1. The Inspector shall endeavor to guard the District and the State of California ("State") against apparent defects and deficiencies in the Construction Work and shall act on behalf of the District to see that the Construction Work is executed and completed in accordance with the Contract Documents and applicable laws and regulations.
- 11.2. The Inspector shall submit the form DSA 151, or more current form, to the DSA prior to commencement of construction.
- 11.3. The Inspector shall ensure that the correct quantity of project inspection cards (form DSA 152, or more current form) is issued for the project. The Inspector shall obtain the forms DSA 152 prior to commencement of the construction and enter the "Card Start Date" on the forms DSA. The Inspector shall sign off applicable blocks and sections of the forms DSA 152 when:
  - 11.3.1. The completed work is in compliance with the DSA approved construction documents.
  - 11.3.2. All necessary testing and inspections are complete.

- 11.3.3. Any deviations from the DSA approved plans are resolved.
- 11.3.4. Any DSA field trip note issues are resolved.
- 11.3.5. All necessary documents are received by the Inspector.
- 11.4. The Inspector shall obtain a copy of the DSA approved Construction Documents from the Architect prior to the commencement of construction. The Inspector shall study and fully comprehend the requirements of the Construction Documents in order to provide competent inspection of the Construction Work. The Inspector shall consult the Architect to resolve any uncertainties in the Inspector's comprehension of the plans and specifications. The Inspector shall possess a thorough understanding of the requirements of the plans and specifications for each portion of Construction Work before that portion of Construction Work is performed.
- 11.5. The Inspector shall obtain a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103, or more current form) from the Architect prior to commencement of construction. The Inspector shall meet with the District, design professionals, and contractor as needed to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall meet with the Laboratory of Record to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project. The Inspector shall monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection programs is satisfactorily completed, including verify code-compliant implementation of the materials testing and special inspection program, as applicable, including notification of materials testing labs, the performance of material sampling and special inspections, and the review of all material sampling and special inspection reports. The Inspector shall not be required to conduct tests that are specified in the Contract Documents to be performed by a testing or inspection laboratory or firm.
- 11.6. Inspector shall comply with all the requirements of a DSA project inspector including, without limitation, all the requirements included and/or referenced in the following forms:
  - 11.6.1. Form DSA IR A-7, Project Inspector: Certification and Approval.
  - 11.6.2. Form DSA IR A-8, Project Inspector and Assistant Inspector: Duties and Performance Rating by DSA.
  - 11.6.3. Form DSA PR 13-01, Construction Oversight Process Procedure.
  - 11.6.4. DSA 152 Manual.
- 11.7. The Inspector shall identify all non-compliant Construction Work as work on the Project progresses in order to facilitate timely corrective action.
- 11.8. The Inspector shall not authorize deviations from the Contract Documents.

## **12. Inspector Maintenance of Records, Job File, and Building Codes**

- 12.1. **Inspection Records.** The Inspector shall maintain detailed, comprehensive, organized, accessible, and timely documentation of all inspections of the Construction Work ("Inspection Records"). The Inspection Records shall identify all compliant and

non-compliant Construction Work. The Inspection Records shall include, without limitation:

- 12.1.1. A systematic record of the inspection of all Construction Work required by the Construction Documents. The Inspector shall perform this by marking properly completed Construction Work on a set of Construction Documents to verify that the requirements of the plans and specifications have been met.
- 12.1.2. Construction Procedure Records (Title 24, Part 1, Section 4-342(6)) including, without limitation, concrete placement operations, welding operations, pile penetration blow counts, and other records specified on the approved Construction Documents.
- 12.1.3. The resolution of reported deviations.
- 12.1.4. Daily job log of the Inspector's time spent on the Site(s).

12.2. **Job File.** The Inspector shall maintain a record of its attendance on the Site(s) and shall maintain files of schedules, notes, communications, records, documents, and drawings on behalf of the District. The schedules, notes, communications, records, documents, and drawings shall be regularly reviewed with the District, shall be kept in an order as directed by the District (e.g. by date or type of transaction). The Inspector shall assist District staff in preparing quarterly progress reports to the governing board of the District. In addition, the Inspector shall organize and maintain a complete system of construction records, including, but not limited to:

- 12.2.1. Form DSA 152 – Project Inspection Card, or more current form,
- 12.2.2. DSA approved plans and specifications
- 12.2.3. Form DSA 103 – Statement of Structural Tests and Special Inspections, or more current form,
- 12.2.4. Deferred submittals as required by the DSA approved plans.
- 12.2.5. Addenda and Revisions.
- 12.2.6. Construction Change Documents and log.
- 12.2.7. Contractor submittals (construction schedule, shop drawings, materials certificates, product labels, concrete trip tickets, etc.), as required by DSA approved specifications.
- 12.2.8. Communication log; all communications and project related meeting minutes/notes.
- 12.2.9. Notices of Deviations/Resolution of Deviations (form DSA 154, or more current form,), as delivered to the DSA, architect and contractor with log listing all notices with resolution status.
- 12.2.10. Evidence of continuous inspection, such as inspector daily reports.
- 12.2.11. Laboratory test and inspection reports.
- 12.2.12. Special inspection reports.
- 12.2.13. Records of concrete placing operations.
- 12.2.14. Records of welding operations.
- 12.2.15. Records of pile driving operations.
- 12.2.16. Verified Reports from all parties required to file Verified Reports using form DSA 6, or more current form.
- 12.2.17. Completed Semi-monthly Reports.
- 12.2.18. DSA Field Trip Notes.
- 12.2.19. Applicable codes and referenced standards.
- 12.2.20. Any other documents required to provide a complete record of construction.

The job file shall be kept on the job site until completion of the project and readily accessible to DSA personnel during site visits. Upon request, Inspector shall make a copy of the entire Job File available to the DSA.

All these records and all documents kept by the Inspector shall be and remain the property of the District. At the completion of the construction, Inspector shall provide a copy of the Job File, with the exception of the building codes and standards, to the District. If the Inspector is, for any reason, terminated prior to the completion of the project, Inspector must ensure transfer of the Job File to the assuming Project Inspector and to the District.

If any of the following events occur, the Inspector shall submit a copy of a portion of the Job File to the DSA:

- The services of the Inspector are terminated for any reason prior to completion of the project.
- When the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.
- Work on the project is suspended for a period of more than one year.
- Upon request by the DSA.

The portion of the Job File to be submitted to the DSA shall consist of the following forms, or more current form:

- DSA 152 – Project Inspection Card
- DSA 6-PI from all Project Inspectors involved in the project including in-plant inspector (if applicable)
- DSA 6-AE from the architect/engineer
- DSA 6-C from each contractor having a contract with the District
- DSA 292 form all special inspectors contracting directly and individually with the District
- DSA 291 from the engineering manager of the laboratory of record
- DSA 293 from the geotechnical engineer of record
- DSA 130 – Certificate of Compliance for Bleacher/Grandstand Fabricator (if applicable)

12.3. **Building Codes.** In addition to the above documents, the Inspector shall keep at the Site(s), a copy of all applicable building codes and regulations necessary to perform required inspections, including, without limitation, the following parts of Title 24 of the California Code of Regulations in the edition referenced in the Contract Documents:

- 12.3.1. Title 24, Part 1 (Administrative Code)
- 12.3.2. Title 24, Part 2, Volumes 1, 2, and 3 (Building Code)
- 12.3.3. Title 24, Part 3 (Electrical Code)
- 12.3.4. Title 24, Part 4 (Mechanical Code)
- 12.3.5. Title 24, Part 5 (Plumbing Code)
- 12.3.6. Title 24, Part 6 (Energy Code)

### 13. **Communications, Reporting, and Notifications**

13.1. **DSA Notification.** The Inspector shall notify DSA:

- 13.1.1. At least forty-eight (48) hours prior to the start of any Construction Work at each Site.
- 13.1.2. At least forty-eight (48) hours prior to completion of any foundation excavations/trenches.
- 13.1.3. At least forty-eight (48) hours prior to the first concrete pour/placement at any Site.

- 13.1.4. At least forty-eight (48) hours prior to significant concrete pour/placement at any Site.
- 13.1.5. When Construction Work has been suspended for a period of more than one (1) month.

Notification shall be made on form DSA 151, or more current form, and shall be sent electronically to the DSA. A copy of each notification shall be kept in the Inspector's Job File.

- 13.2. **Notification of District and Architect.** The Inspector shall immediately report to the District, the Architect, and the construction manager any failure by any contractor or subcontractor to comply with the Contract Documents, or any attempted substitutions of required materials and/or workmanship in any portion of the Construction Work. The Inspector shall inform the District, the Architect, and the construction manager of any conflicts, ambiguity, and/or inconsistencies in the Contract Documents and of any interpretations, suggestions, comments, and/or criticisms the Inspector has related to the Project or the Contract Documents. The Inspector shall advise the District of needed inspections related to the status of the Construction Work, and the District shall provide the schedule of Construction Work to the Inspector so that both Parties arrange timely inspections.
- 13.3. **Deviation Notification of Contractor(s).** The Inspector shall notify a contractor verbally and in writing of any deviations from the approved Contract Documents by that contractor or its subcontractors. Deviations include both construction deviations and material deficiencies. If the contractor does not correct the deviation within a reasonable time frame after the verbal notice, then the Inspector shall promptly issue a written notice of deviation to the contractor using form DSA 154, or more current form, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA. The Inspector shall promptly issue a written notice of resolution to the contractor using the original form DSA 154 that reported the deviations, with a copy sent to the District, the Architect, the construction manager, if any, and the DSA. Notices shall be sent electronically to the DSA and kept in the Job File.
- 13.4. **Contractor Inquiries.** Contractors are expected to direct inquiries regarding Construction Document interpretation to the Architect through the Inspector or the Construction Manager (if applicable), including the contractor's uncertainties regarding the Construction Documents. The Inspector shall document these inquiries and immediately forward them to the Architect for response.
- 13.5. **Construction Manager.** The Inspector shall also work with the construction manager if the District uses a construction manager on any portion of the Project. If the District does not use a construction manager on the Project, then all references to a construction manager herein shall mean the District.

#### 14. Inspector Responsibilities for Forms and Reports

- 14.1. **Semi-Monthly Reports.** The Inspector shall submit semi-monthly reports using form DSA 155, or more current form, on the 1<sup>st</sup> and the 16<sup>th</sup> of each month to the District, the Architect and the project structural engineer, and DSA. Reports shall be sent electronically to the DSA and kept in the Job File.
- 14.2. **Verified Reports.** The Inspector shall submit verified reports directly to the DSA, the Architect and the District upon any of the following events occurring:
  - 14.2.1. Work on the project is suspended for a period of more than one (1) month.

- 14.2.2. The services of the Inspector are terminated for any reason prior to the completion of the project.
- 14.2.3. At the time of occupancy of any building, or portion of a building, involved in the project prior to the completion of the entire DSA approved scope of work.
- 14.2.4. When the construction is sufficiently complete, in accordance with the DSA approved construction documents, so that the District can occupy or utilize the project.
- 14.2.5. DSA requests a verified report.

Each verified report shall be on form DSA 6-PI and forms DSA 152, or more current form, as appropriate. Reports shall be sent electronically to the DSA and kept in the Job File.

- 14.3. **All Other Reports.** In addition, the Inspector shall initiate and file with DSA prior to their due date, any other Project-related, forms, required of contractors, subcontractors, testing and inspection laboratories, and the District. The Inspector shall prepare and forward to the District, Architect, and DSA all other reports required by Title 24 of the California Code of Regulations, the State, and/or DSA.

15. **Inspector Responsibilities for Laboratory Structural Tests.** The Inspector shall initiate and expedite testing by independent test laboratories and shall maintain all necessary back up information for special inspection invoice processing, and shall be responsible for the sequential progress of the Project related to the test lab reports.

16. **Inspector Responsibilities at Beginning of Occupancy.** The Inspector shall observe the District's occupancy or movement of District-furnished equipment to each Site before completion and record and report any damages occurring so any claims may be fully documented.

17. **Compliance with Applicable Laws.** The Inspector shall conform to the following specific rules and regulations as well as all other applicable laws, ordinances, rules, and regulations. Nothing in the drawings, plans and specifications is to be construed to permit Construction Work not conforming to these codes.

- 17.1. California Code of Regulations, Title 24, including amendments, in the edition referenced in the Contract Documents.
- 17.2. Regulations of the State Fire Marshall (Title 19, California Code of Regulations) and applicable local fire safety codes.
- 17.3. Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.
- 17.4. Education Code of the State of California
- 17.5. Industrial Accident Commission's Safety Orders, State of California.
- 17.6. National Electrical Safety Code, U. S. Department of Commerce.
- 17.7. National Board of Fire Underwriters' Regulations.
- 17.8. Manual of Accident Prevention in Construction, latest edition, published by the American General Contractors of America.

The Inspector certifies that it is aware of the provisions of California Labor Code, the California Code of Regulations, and/or precedential decisions of the California Department of Industrial Relations and/or any of its subsidiary divisions that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Inspector is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Inspector agrees to fully comply with and to require its consultant(s) to fully comply with all applicable Prevailing Wage Laws.

18. **Facilities/Equipment.** The District shall provide for the Inspector's operational needs, such as office supplies, telephone, and fax machine.
19. **Extended Services.** The Inspector shall provide additional extended Services for the Project made necessary by Construction Work damaged by fire or other Acts of God during construction, or prolongation of the initial construction contract time beyond the construction contract time schedule.
20. **Inspector Certification.** The Inspector shall provide the District a copy of documents satisfactory to the District certifying that the Inspector holds proper state certification and approval by DSA to perform the required Services for this Agreement. The Inspector shall also provide any other documents or certification requested by the District. The Inspector shall initiate and provide the District with Form DSA-5, or more current qualification/certification form.
21. **Substitute Inspector and/or Assistant Inspector.** The Inspector shall provide the Services throughout the term of this Agreement, and shall not delegate its duties without the full knowledge and prior written consent of the District. In the event of the Inspector's absence for more than two (2) consecutive days or unavailability for scheduled inspections, the Inspector, at no cost to the District, shall secure a substitute inspector and/or assistant inspector who shall be appropriately certified, approved by DSA, and pre-approved in writing by the District, to perform the Services. Certification documents for the approved substitute inspector(s) and/or assistant inspector(s) shall be presented to the District within thirty (30) working days after the date of this Agreement. All substitute inspector(s) and assistant inspector(s) shall be obligated to perform the Services while performing any work on the Project. The Inspector shall provide technical guidance and monitoring of all substitute inspector(s) and assistant inspector(s).
22. **Other Jobs Outside of the Project.** The Inspector shall be required to work full-time on the Project, and shall not work on or be under contract for another project without prior written approval from the District, and without a reduction in compensation proportionate to the amount of time Inspector is required to be absent for responsibilities to another project.
- 22.1. In the event that this Agreement involves a company of inspectors, a DSA-approved inspector shall be designated as the Inspector for the District, and shall be on constant duty at each Site as described in this Agreement.
- 22.2. The Inspector shall have the right to request and obtain an uncompensated release for a reasonable amount of time to fulfill unavoidable duties on other incomplete projects in progress at the beginning of the Project.
23. **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.

## 24. Termination.

- 24.1. **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.
- 24.2. **[OPTIONAL] 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.
- 24.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 24.3.1. material violation of this Agreement by the Consultant; or
  - 24.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or
  - 24.3.3. 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.

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

## 26. Insurance.

- 26.1. 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 General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Professional Liability</b>	\$ 1,000,000
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

26.1.1. **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.)

26.1.2. **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.

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

26.2. **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:

26.2.1. 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."

26.2.2. 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.

26.2.3. 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.

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

26.3. **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.

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

28. **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.

29. **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.

30. **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.

31. **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).

32. **Disabled Veteran Business Enterprises.** Pursuant to section 71028 of the Education Code and Public Contract Code section 10115, the District may have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the community college district for disabled veteran business enterprises ("DVBE"). In accordance therewith, the Consultant must submit, upon request by the District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

33. **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.

34. **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:
- 34.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 34.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
35. **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.
36. **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.
37. **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 203  
 Fairfield, California 94534  
 ATTN: Mony Thach

**Consultant:**

**Creegan + D'Angelo**  
 2420 Martin Road, Suite 380  
 Fairfield, California 94534  
 ATTN: KEN SWENSON

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.

38. **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.
39. **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.

- 40. **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.
- 41. **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.
- 42. **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.
- 43. **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.
- 44. **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.
- 45. **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.
- 46. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 47. **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.
- 48. **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.
- 49. **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: \_\_\_\_\_

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**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**

Consultant's entire Proposal is **not** made part of this Agreement.

Task One - Campus-Wide Fire Hydrant Exhibit

- Utilizing the campus-wide 2012 aerial topographic mapping as a base sheet, MPS will verify and update this mapping to accurately reflect the location of all existing fire hydrants (including PIV's and FDC's) throughout the campus.
- The final product will be the an PDF and autoCAD exhibit highlighting the fire hydrants, PIVs, and FDCs.

Task Two - Building 1200 Topographic Survey

MPS will prepare a design level topographic survey of the area adjacent to Building 1200 utilizing a combination of the existing aerial mapping and a new supplemental ground-based survey. The mapping limit will be as defined in the RFP survey exhibit. This mapping will be compiled at a scale of 1" = 20' (or otherwise as directed by client), show contours at a one-foot interval and spot elevations on an approximate 25' grid. Additionally, the mapping will include all significant surface features within the project areas, including:

1. Exterior building corners/footprint at ground level, building finish floor and threshold elevations at each doorway
2. Building roof/parapet elevations at each corner of Bldg. 1200
3. Edge of pavements, curbs, gutters, and walkways
4. Misc. concrete walls, planters, and flatwork
5. Ground elevations in large lawn or open areas
6. Tree locations for all trees over 4" diam.
7. Surface utility structures (e.g. utility boxes, manholes, valves, hydrants, light poles, etc.)
8. Utility invert elevations and pipe size for accessible gravity systems
9. Detail of existing elevations at theater loading dock area
10. Pavement striping and traffic signs/posts/bollards
11. Elevation detail along the accessible path of travel (to be defined by client)

Horizontal and vertical control will be based on the existing Campus Datum established for the 2012 aerial mapping effort. The final product will be an AutoCAD drawing along with a hardcopy and pdf file.

**EXHIBIT "B"**  
**Scope of work Site Limitations**  
**See attached map outline**

**EXHIBIT "C"**  
**See attached RATE SHEET**

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

**TO: Members of the Governing Board**

**SUBJECT: CONTRACT AWARD TO OPTIMA INSPECTIONS  
 INCORPORATED FOR CONSTRUCTION INSPECTION  
 SERVICES FOR BUILDING 600 (ADMINISTRATION)  
 RENOVATION PROJECT**

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for award of professional services contract to Optima Inspections Incorporated for daily 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 the renovation of Building 600 (Administration) is code compliant throughout the entire duration of the project construction.

This contract is for a total fee of \$75,600.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: Measure G Funds \$75,600</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>
Leigh Sata Executive Bonds Manager		
<b>PRESENTER'S NAME</b>		
360 Campus Lane, Suite 201 Fairfield, CA 94534		
<b>ADDRESS</b>		
(707) 864-7855		
<b>TELEPHONE NUMBER</b>		
Administration		
<b>ORGANIZATION</b>		
March 21, 2014		
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		
 <b>JOWEL C. LAGUERRE, Ph.D.</b> Superintendent-President		
March 21, 2014 <b>DATE APPROVED BY          SUPERINTENDENT-PRESIDENT</b>		

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Inspection Services**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 2nd day of April, 2014 by and between the Solano Community College District, ("District") and **Optima Inspections, Inc.** ("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 April 2, 2014 and will diligently perform as required and complete performance by December 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 **Seventy-Five Thousand and Six Hundred dollars and zero cents (\$75,600)**. 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. B600 Modernization Project \$75,600.00**

- 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 General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 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:***  
*Optima Inspections Inc.*  
*443 33rd. Street Sacramento, CA 95816*  
*Phone: (916) 802-6104*  
*E-mail: dond@surewest.net*

*ATTN: Donald Dumford*

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.:

Employer Identification :

Address: *443 33rd. Street Sacramento, CA  
95816*

45-4834836:

Telephone: *(916) 802-6104*

**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.**

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: California

Limited Liability Company

Other: \_\_\_\_\_

**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's entire Proposal is **not** made part of this Agreement. Consultant *will provide inspection services for Building 600 Renovation Project*. 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.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

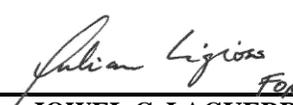
**TO:** Members of the Governing Board  
**SUBJECT:** CONTRACT AWARD TO MATRISCOPE ENGINEERING LABORATORIES, INCORPORATED FOR SPECIAL INSPECTIONS AND LAB TESTING SERVICES FOR BUILDING 600 (ADMINISTRATION) RENOVATION PROJECT

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

Board approval is requested for award of Special Inspections and Lab Testing Professional Services contract to Matriscope Engineering Laboratories Incorporated for special inspection and lab testing services in accordance with the approved District State Architect (DSA) plans and specifications. The Consultant will perform on-site and off-site testing and provide the test results to DSA for code compliance.

This contract is for a total fee of \$24,708.

<i>Government Code:</i>		<i>Board Policy:</i>		<i>Estimated Fiscal Impact: Measure G Funds 24,708</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>	
Leigh Sata Executive Bonds Manager					
<b>PRESENTER'S NAME</b>					
360 Campus Lane, Suite 201 Fairfield, CA 94534					
<b>ADDRESS</b>					
(707) 864-7855					
<b>TELEPHONE NUMBER</b>					
Administration					
<b>ORGANIZATION</b>					
March 21, 2014					
<b>DATE SUBMITTED TO</b>					
					
<b>JOWEL C. LAGUERRE, Ph.D.</b> Superintendent-President					
March 21, 2014					
<b>DATE APPROVED BY</b> <b>SUPERINTENDENT-PRESIDENT</b>					

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
Special Testing and Inspection**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 2nd day of April, 2014 by and between the Solano Community College District, ("District") and **MatriScope Engineering Laboratories, Inc.** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Special Testing and 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 April 2, 2014 and will diligently perform as required and complete performance by December 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 Twenty-Four thousand Seven Hundred eight dollars and zero cents (\$24,708.00). 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. B600 Modernization Project      \$24,708.00
  - 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 General Aggregate	 \$ 1,000,000 \$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 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:**  
MatriScope Engineering Laboratories, Inc.  
601 Bercut Drive  
Sacramento, California 995811

ATTN: Robert Tadlock

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: Robert Tadlock\_\_\_\_\_

Print Title: Superintendent-President

Print Title: General Manager\_\_\_\_\_

**Information regarding Consultant:**

License No.:

Employer Identification and/or  
Social Security Number:

Address: 601 Bercut Drive, Sacramento, CA  
95811

\_\_\_\_\_

Telephone: 1-916-375-6700

Facsimile: 1-916-447-6702

**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.**

Type of Business Entity:

Individual

Sole Proprietorship

Partnership

Limited Partnership

Corporation, State: California

Limited Liability Company

Other: \_\_\_\_\_

**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's entire Proposal is **not** made part of this Agreement. Consultant will provide special testing and inspection services for Building 600 Renovation Project. Special testing and 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.

- 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.

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CONTRACT AWARD TO CA ARCHITECTS FOR  
BUILDING 100 (STAFF LOUNGE) PROJECT STATE  
CHANCELLOR'S OFFICE SUBMITTAL AND PROGRAM  
SCOPE STUDIES PROFESSIONAL SERVICES

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for award of professional service contract to CA ARCHITECTS to provide code, scope review and plan development for Building 100 room 106-107 (Staff Lounge) and Vacaville Corporate Training Center, adding a door between the training room and reception area.

This contract is for a total fee of \$1,200.00

Government Code: Board Policy: Estimated Fiscal Impact: Measure Q Funds \$1,200.00

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

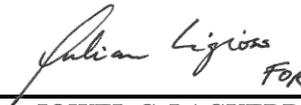
(707) 863-7855

TELEPHONE NUMBER

Administration  
ORGANIZATION

March 21, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

March 21, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

**INDEPENDENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES  
With CA ARCHITECTS**

This Independent Consultant Agreement for Professional Services ("Agreement") is made and entered into as of the 2nd day of April, 2014 by and between the Solano Community College District, ("District") and **CA ARCHITECTS** ("Consultant"), (together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall provide Planning and Design 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 April 2, 2014 and will diligently perform as required and complete performance by June 1, 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 One Thousand Two Hundred Dollars (\$1,200.00). 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. Vacaville Corporate Building: Scope review and plan development for additional scope
    - 4.1.2. Solano Campus, Building 100 staff lounge: Scope review and plan development
  - 4.2. The Services shall be performed at the hourly billing rates and/or unit prices included in **Exhibit "A."** 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.
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  - 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.

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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
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<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence General Aggregate	 \$ 1,000,000 \$ 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:

**District:**

**Solano Community College District**  
C/O Kitchell CEM  
360 Campus Lane, Suite 203  
Fairfield, California 94534  
ATTN: Ali Gharaviram

**Consultant:**

CA ARCHITECTS  
475 Gates 5 Road, Suite 107  
Sausalito, California 94965  
ATTN: Joshua Cohn, AIA

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.)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: CHANGE ORDER NO. 01 TO INTEGRITY DATA AND  
FIBER FOR BUILDING 100 (ADJUNCT FACULTY)  
CENTER PROJECT

**REQUESTED ACTION: APPROVAL**

**SUMMARY:**

Board approval is requested for Change Order No. 01 to Integrity Data and Fiber, Inc. contract for Building 100 Adjunct Faculty Center Project. Attached is the Change Order Request Breakdown and the Change Order Summary. Revised contract figures are as follows:

Contract Award Amount	\$ 12,875.00
Prior Change Orders	\$ 0.00
Change Order No. 01	\$ <u>1,430.00</u>
Revised Contract Amount	\$ 14,305.00

Government Code: Board Policy: Estimated Fiscal Impact: Measure G Funds \$1,430.00

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**

March 21, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 21, 2014

**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**



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

**TO:**                                      **Members of the Governing Board**

**SUBJECT:**                            **NOTICE OF COMPLETION (NOC) FOR VACAVILLE  
CENTER PARKING LOT EXPANSION PROJECT**

**REQUESTED ACTION:    APPROVAL**

**SUMMARY:**

Board approval is requested for recording the Notice of Completion (NOC) for GradeTech, Incorporated's contract for the Vacaville Center Parking Lot Expansion project (DSA Application # 02-112992).

Attached is the Notice of Completion to be filed with the County of Solano. The NOC indicates that the project is complete.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: \$0 - Measure G Funds</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>

Leigh Sata  
Executive Bonds Manager

**PRESENTER'S NAME**

360 Campus Lane, Suite 201  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7176

**TELEPHONE NUMBER**

Administration  
**ORGANIZATION**

March 21, 2014  
**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**

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

March 21, 2014  
**DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT**

**Recording Requested By:**  
Solano Community College District  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

**And When Recorded Mail to:**  
Solano Community College District  
Attn: Leigh Sata  
360 Campus Lane, Suite 201  
Fairfield, CA 94534

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NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code section 9204, that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the Solano Community College District.
3. The address of the Owner is 360 Campus Lane, Suite 201, Fairfield, CA 94534.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed on April 2, 2014.
6. The work done was Vacaville Center Parking Lot Expansion, under DSA File No. 48-C1, DSA Application No. 02-112992.
7. The contractor for such work of improvement was GradeTech, Incorporated.
8. The date of contract between the above-contractor and Owner is July 8, 2013.
9. The property on which said work of improvement was completed in the County of Solano, State of California. The street address or legal description of said property is 2001 North Village Parkway, Vacaville, CA 95688. APN# 27-242-110

Dated: \_\_\_\_\_

\_\_\_\_\_  
Leigh Sata, Executive Bonds Manager

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VERIFICATION

I, the undersigned, say: I am the Executive Bonds Manager for the Solano Community College District and the declarant of the foregoing notice of completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 201\_\_, at \_\_\_\_\_, California

\_\_\_\_\_  
Leigh Sata, Executive Bonds Manager

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 March 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*  
**BOT Goal #3**

SUPERINTENDENT'S RECOMMENDATION:     APPROVAL     DISAPPROVAL  
 NOT REQUIRED     TABLE

Diane White, Interim Vice President  
Academic Affairs

**PRESENTER'S NAME**

360 Campus Lane, Suite 101  
Fairfield, CA 94534

**ADDRESS**

(707) 864-7102

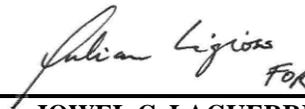
**TELEPHONE NUMBER**

Academic Affairs

**ORGANIZATION**

March 21, 2014

**DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT**



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

March 21, 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 March 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**

(CP14-37) THEA 050 Acting for the Camera -Methods, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-38) THEA 062D Fundamentals of Costume Design – Musical -Number, Title, Units, Repeatability, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-39) CJ 001 Introduction to Criminal Justice -Description, Objectives, Assessments, Textbooks

(CP14-40) CJ 002 Concepts of Criminal Law -Objectives, Assessments, Assignments, Textbooks

(CP14-41) CJ 011 Community Relations -Objectives, Assessments, Assignments, Textbooks

(CP14-42) CJ 051 Criminal Investigation -Description, Objectives, Assessments, Textbooks

(CP14-43) CJ 053 Legal Aspects of Evidence -Objectives, Assessments, Assignments, Textbooks

(CP14-44) CJ 056 Juvenile Procedures -Objectives, Assessments, Textbooks

(CP14-45) OCED 070 Occupational Soft Skills -Number, Units, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-46) OCED 090 Occupational Work Experience -Methods of Instruction, Corequisite, Description, Objectives, Assessments, Assignments, Content, Textbooks

(CP14-47) OCED 091 General Work Experience -Methods of Instruction, Description, Objectives, Assessments, Assignments, Content, Textbooks

#### **MODIFIED PROGRAM**

(CP14-48) Art History A.A.-T. Degree

(CP14-49) Art History A.A. Degree

(CP14-52) English A.A. Degree

#### **NEW PROGRAM**

(CP14-50) Criminal Justice A.S.-T. Degree

(CP14-51) English A.A.-T Degree

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: BALLOT FOR CALIFORNIA COMMUNITY COLLEGE TRUSTEES (CCCT) BOARD OF DIRECTORS ELECTION - 2014  
REQUESTED ACTION: APPROVAL

SUMMARY:

A Board Adhoc Subcommittee of the Governing Board for CCCT, consisting of Chair Honeychurch and Trustee Chapman, will advance recommendations for election to the statewide California Community College Trustees (CCCT) Board of Directors. This year there are seven three-year vacancies on the board and one one-year vacancy. Each member Community College District Board of the League shall have one vote for each of the eight vacancies on the CCCT Board of Directors. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes statewide will serve three-year terms. The eighth top vote getter will complete the term that was vacated by a CCCT member that did not seek re-election in her district last November. That term expires in 2015 and the candidate elected to complete that term will be eligible to run for re-election as an incumbent in 2015. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie. A copy of the ballot is provided as Attachment #1. The official ballot must be postmarked by April 25, 2014.

The Adhoc Subcommittee will make their recommendations to the Governing Board and request approval of the recommendations made at that time.

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

SUPERINTENDENT'S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

PRESENTER'S NAME

400 Suisun Valley Road  
Fairfield, CA 94534

ADDRESS

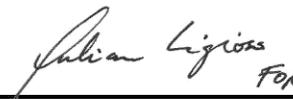
707-864-7112

TELEPHONE NUMBER

Administration  
ORGANIZATION

March 21, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

March 21, 2014

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 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 Superintendent-President’s Cabinet and properly vetted through the Shared Governance Council and Board Policies and Procedures Adhoc Subcommittee. They were previously submitted for information. No changes have been made since that time. Approval is requested at this time.

- Policy No. 1000 – Series 1000 – Governing Board Policies and Regulations – Reviewed 6/15/10
- Policy No. 1006 – Series 1000 – Board Membership and Eligibility – Reviewed 10/20/10
- Policy No. 1007 – Series 1000 – Student Trustee – Reviewed 6/15/10
- Policy No. 1009 – Series 1000 – Election of Student Trustee – Reviewed 6/15/10
- Policy No. 1012 – Series 1000 – Terms of Office – Reviewed 10/20/10 – **Recommend Deletion**
- Policy No. 1013 – Series 1000 – Vacancy – Reviewed 10/20/10
- Policy No. 1015 – Series 1000 – Officers and Duties of Officers – Reviewed 6/15/10
- Policy No. 1016 – Series 1000 – Duties and Responsibilities of the Board – Reviewed 10/6/10

CONTINUED ON NEXT PAGE:

Government Code:	Board Policy: 1000	Estimated Fiscal Impact: \$ N/A
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SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

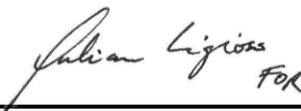
Jowel C. Laguerre, Ph.D.  
Superintendent-President  
PRESENTER’S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534  
ADDRESS

707 864-7112  
TELEPHONE NUMBER

Administration  
ORGANIZATION

March 21, 2014  
DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT

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

March 21, 2014  
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 REVISED**

**REQUESTED ACTION:** **APPROVAL**

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**SUMMARY:**

**CONTINUED FROM PREVIOUS PAGE:**

- Policy No. 1017 – Series 1000 – Duties and responsibilities of the Student Trustee – Reviewed 6/15/10
- Policy No. 1026 – Series 1000 – Annual Organizational Meeting – Reviewed 6/15/10
- Policy No. 1045 – Minutes of Meetings – Reviewed 10/6/10
- Policy No. 1060 – Flying the Flag at Half-Staff – Reviewed 10/6/10

**SOLANO COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD POLICIES AND REGULATIONS PROCEDURES**

**1000**

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

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

**REFERENCES/  
AUTHORITY:**

Solano Community College District Governing Board

~~GF:pc:jm~~

BP1000

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; June 6, 2007; June 15, 2010

## SOLANO COMMUNITY COLLEGE DISTRICT

### BOARD MEMBERSHIP AND ELIGIBILITY

1006

**POLICY:** The Board shall consist of seven (7) members elected by the qualified voters of the District ~~and one (1) non-voting student member elected by the Associated Students of Solano College (ASSC).~~ Members shall be elected by trustee area as defined in Board Policy 1008.

~~The student trustee must be a resident of the District, enrolled in the College and must meet any additional eligibility requirements as established by the Associated Students of Solano College and Board Policy 1007.~~

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board. The candidate for election to the Board must be 18 years of age or older, a citizen of California, an elector residing in and registered to vote in the trustee area he or she seeks to represent. While serving as a member of the Board, a Board member may not be employed by the District, with the exception of the Student Trustee, who may be employed as a Student Worker.

An employee of the District may not be sworn into office as an elected or appointed member of the Governing Board unless he or she resigns as an employee.

No member of the Governing Board shall, during the term for which he or she is elected, hold an incompatible office. No Board member shall be eligible to serve on the Governing Board of a high school district whose boundaries are coterminous with those of the community college district.

#### REFERENCES/

**AUTHORITY:** California Education Code Sections 72023, 72023.5, 72103, 72104

GF:pe;jm

BP1006

Solano Community College District Governing Board

ASSC Bylaws and Constitution

**ADOPTED:** July 7, 1982

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

## 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. 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.***

**SOLANO COMMUNITY COLLEGE DISTRICT**

**STUDENT TRUSTEE**

**1007**

**REFERENCES/**

**AUTHORITY:** California Education Code Section 72023.5  
Solano Community College District Governing Board

~~GF:pe:jm~~ Associated Students of Solano College Constitution and Bylaws

BP1007

**ADOPTED:** June 6, 2007

**Revised:** June 15, 2010

Reviewed

## 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, ~~the ASSC President shall nominate a candidate for Student Trustee. A two thirds vote of the Student Senate is needed for the candidate to take office, 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.*

#### REFERENCES/

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

GF:pe:jm 62 Ops. California Attorney General 126 (1979)

BP1009 Associated Students of Solano College Constitution, Bylaws, and Election Code

**ADOPTED:** June 6, 2007

**REVISED:** June 15, 2010

**SOLANO COMMUNITY COLLEGE DISTRICT**

**TERMS OF OFFICE**

**1012**

**POLICY:** Members of the Board shall serve a four (4)-year term, commencing ~~on~~ *at* the first ~~Friday~~ *Board meeting* in December ~~following his or her election~~ *at which the newly elected Governing Board first meets*, except that a member appointed to fill a vacancy shall hold office until the completion of the unexpired term. Any member of the Governing Board whose term has expired shall continue to discharge the duties of the office until his or her successor has qualified. The term of the successor shall begin upon the expiration of the term of his or her predecessor. All members shall serve after the expiration of their respective terms until the appointment and qualification of their successors. ~~The student trustee serves a one (1)-year term commencing with the second Board meeting in May of each year~~

**REFERENCES/  
AUTHORITY:**

California Education Code Sections 5017, ~~72022-23~~, 72023.5

GF:pe;jm

BP1012

**ADOPTED:** July 7, 1982

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

## SOLANO COMMUNITY COLLEGE DISTRICT

### VACANCY

1013

#### POLICY:

~~When a student trustee fails to qualify or ceases to serve on the Board, the Associated Students of Solano College shall appoint a student trustee to serve the remaining term.~~

Vacancies on the Board may be caused by any of the events specified in Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board shall be governed by Education Code Section 5090.

Within sixty (60) days of the vacancy or filing of a deferred resignation, the Board shall either order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date not less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in Education Code Section 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for District Governing Board members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the Board members at a public meeting.

The Superintendent/President shall establish administrative procedures to solicit applications that assure ample publicity to and information for prospective candidates. The Board will determine the schedule and appointment process, which may include interviews at a public meeting.

~~When a student trustee fails to qualify or ceases to serve on the Board, the Associated Students of Solano College shall appoint a student trustee to serve the remaining term.~~

#### REFERENCES/

#### AUTHORITY:

California Education Code Sections 5090 et seq., 72023.5

GF:pe;jm

California Government Code Section 1770

**SOLANO COMMUNITY COLLEGE DISTRICT**

**VACANCY**

**1013**

BP1013

California Elections Code

Solano Community College District Governing Board

~~Associated Students of Solano College Constitution and Bylaws~~

**ADOPTED:**

July 7, 1982

**REVISED:**

March 18, 1987; May 19, 1999; October 20, 2010

Reviewed

## SOLANO COMMUNITY COLLEGE DISTRICT

### OFFICERS AND DUTIES OF OFFICERS

1015

**POLICY:** Officers of the Board are the President, Vice President and Secretary.

The Board does not have an official system of rotation; it elects the President and Vice President each year from among all its members and appoints the Secretary of the Board.

#### President

*The president of the Board should have the following skills needed to preside: knowledge of parliamentary procedures; willingness to allow those who have pertinent ideas to express them; and ability to keep discussions to the point. The President votes on all issues and participates in discussion as he/she see fit.*

The duties of the President of the Board are to:

- a. Preside over all meetings of the Board;
- b. Appoint or provide for the election of all Board member committees;
- c. Call emergency and special meetings of the Board as required by law;
- d. *Assist and* Consult with the Superintendent/President on *developing* Board meeting agendas;
- e. ~~Communicate with individual Board members about their responsibilities~~ *Provide leadership in assisting all Board Members to achieve Board goals and adhere to standards of conduct;*
- f. Participate in the orientation process for new Board members;
- g. Assure Board compliance with policies on Board education, self-evaluation and Superintendent/President evaluation;

## SOLANO COMMUNITY COLLEGE DISTRICT

### OFFICERS AND DUTIES OF OFFICERS

1015

- h. Represent the Board at official events or ensure Board representation;
- i. Perform such other duties as may be prescribed by law or by action of the Board.
- j. *Assure that the Board conducts its business with integrity and in a manner consistent with its Board Policies and Procedures and regulations legitimately imposed upon it from outside the organization;*
- k. *Represent the Board to outside parties in announcing Board-stated positions. He/she may delegate this authority to another Board Member, but remains accountable for its use;*
- l. *Appoint one or maximum of three Board members to represent the Board on study, planning, or decision making committees or groups in the District;*
- m. *Sign all contracts, agreements, deeds, leases, plans, and specifications for new building construction, remodeling, and rehabilitation, and all other legal documents except those specifically authorized by the Board to be signed by an officer, agent, or employee of the District;*

#### Vice President

In the absence of the President, the Vice President shall perform all of the duties of the President.

#### Secretary

The Superintendent/President shall serve as Secretary to the Board.

The major duties and responsibilities of the Secretary for the Board are to:

- a. Notify members of the Board of all regular, special, emergency and adjourned meetings;

**SOLANO COMMUNITY COLLEGE DISTRICT**

**OFFICERS AND DUTIES OF OFFICERS**

**1015**

- b. Attend all Board meetings and closed sessions unless absence is authorized by the Board President, and in such cases to assign a designee;
- c. Prepare and post Board meeting agendas;
- d. Furnish Board members with an agenda of principal items of business at least seventy-two (72) hours in advance of regular meetings and twenty-four (24) hours in advance of special meetings;
- e. Have prepared for adoption minutes of Board meetings and provide Board members with a copy of the minutes prior to the subsequent meeting;
- f. Have charge of all records, proceedings and documents of the Board;
- g. File and post copies of financial reports as required by law;
- h. Conduct, under the direction of the Board, the official correspondence of the Board;
- i. Certify as legally required all Board actions;
- j. Sign, when authorized by law or by Board action, any documents that would otherwise require the signature of the Secretary of the Clerk of the Board.

**REFERENCES/**

**AUTHORITY:** California Education Code Section 72000, ~~72121, 85232, 85233~~

~~GF:pe:jm~~ Solano Community College District Governing Board

BP1015

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; May 19, 1999; June 6, 2007; June 15, 2010

## SOLANO COMMUNITY COLLEGE DISTRICT POLICIES

### DUTIES AND RESPONSIBILITIES OF THE BOARD

1016

**POLICY:** The Governing Board governs on behalf of the citizens of the Solano Community College District in accordance with the authority granted and duties defined in California Education Code Section 70902

*The duties and responsibilities of the board of trustees will be as follows:*

- *To hire, appoint, evaluate and dismiss the superintendent/president of the district.*
- *To determine the broad general policies which will govern the operation of the district.*
- *To adopt policies and procedures for the shared governance of the district and to review them periodically.*
- *To approve the annual budget.*
- *To approve the expenditure of all funds.*
- *To appoint or dismiss employees upon the recommendation of the superintendent/president of the district.*
- *To fix the rate of compensation for all employees, and to review all salary schedules annually.*
- *To rule upon recommendations of the superintendent/president on site utilization and physical plant development.*
- *To rule upon recommendations of the superintendent/president on matters of capital outlay with references to buildings, major improvements and equipment.*
- *To rule upon recommendations of the superintendent/president on matters of repairs and maintenance of the buildings, grounds and equipment.*

## SOLANO COMMUNITY COLLEGE DISTRICT POLICIES

### DUTIES AND RESPONSIBILITIES OF THE BOARD

1016

- *To require and consider reports from the superintendent/president of the district concerning the program and conditions of the college.*
- *To consider and pass upon the curricular offerings of the college upon the recommendations of the Academic Senate/superintendent/president of the district.*
- *To consider and pass upon the annual calendar.*
- *To consider and pass upon the recommendations of the superintendent/president of the district in all matters of policy pertaining to the welfare of the college.*
- *To provide for the establishment of the necessary procedures to secure proper accounting of receipts and disbursements of all funds under the jurisdiction and control of the district.*
- *To provide for the annual audit of all funds of the district.*
- *To establish advisory committees as needed or required, and to approve the memberships of such committees.*
- *To serve as the final appeal board for students, employees, and citizens of the district.*

The Board is committed to fulfilling its responsibilities to:

Represent the public interest;

Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations;

Hire and evaluate the Superintendent/President;

**SOLANO COMMUNITY COLLEGE DISTRICT POLICIES**

**DUTIES AND RESPONSIBILITIES OF THE BOARD**

**1016**

Delegate power and authority to the Superintendent/President to effectively lead the District:

Assure fiscal health and stability;

Monitor institutional performance and educational quality;

Advocate for and protect the District.

**REFERENCES/  
AUTHORITY:**

Accreditation Standard IVB.1.d

GF:pe;jm

BP1016

**ADOPTED:** July 7, 1982 ●

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

REVIEWED

## SOLANO COMMUNITY COLLEGE DISTRICT

### DUTIES AND RESPONSIBILITIES OF THE STUDENT TRUSTEE

1017

#### **POLICY:**

*The Student Trustee of the Governing Board shall be sworn in by taking the oath of office and seated with the elected members of the Governing Board.* The Student Trustee shall attend all meetings of the Governing Board. The Student Trustee is recognized as a full member of the Governing Board, receives all non-confidential materials presented to Board members, participates in the questioning of witnesses and discussion of issues but cannot make, *amend* or second motions or vote. The Student Trustee shall have the ability to cast an advisory vote. The Student Trustee's presence or absence at a Board meeting shall not be counted in deciding a quorum.

*The Student Trustee is encouraged to communicate on a regular basis with the Superintendent/President and attend college and community meetings and social events outside of regular Board meetings (whenever possible).*

The Student Trustee shall be responsible and accountable to the students of Solano Community College District *and shall carry out all of the duties delineated in* ~~as prescribed by Article III, Section K of the Associated Students of Solano College (ASSC) Bylaws:~~

- Attend all Governing Board meetings of the Solano Community College District.
- Be expected to attend all Student Senate meetings to report to the Student Senate the activities of the Governing Board as they pertain to the students.
- Assist the Governing Board Representative and the ASSC Executive Secretary in maintaining a record of Governing Board proceedings.
- Be available at the ASSC office for at least three hours a week for appointments.
- Report any absences to the ASSC Executive Secretary in advance.

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

California Education Code Section 72023.5

**SOLANO COMMUNITY COLLEGE DISTRICT**

**DUTIES AND RESPONSIBILITIES OF THE STUDENT TRUSTEE**

**1017**

~~GF:pe;jm~~ Associated Students of Solano College Bylaws

BP1017

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; May 19, 1999; June 6, 2007; June 15, 2010

Reviewed

**SOLANO COMMUNITY COLLEGE DISTRICT**

**ANNUAL ORGANIZATIONAL MEETING**

**1026**

**POLICY:** As part of the *December* Board meeting *at which the newly elected Governing Board first meets*, following the first ~~Friday in December~~, an *annual* organizational meeting shall be held at which time the Board shall elect a President, Vice President and appoint the Secretary (Superintendent/President) for *a* one (1)-year terms of office *each* and set the time and place of regular meetings of the Board.

**REFERENCES/  
AUTHORITY:** California Education Code Sections 35140, 35143, 72000(c)(2)(A)

GF:pe:jm

BP1026

**ADOPTED:** July 7, 1982

**REVISED:** March 18, 1987; May 19, 1999; June 6, 2007; June 15, 2010

REVIEWED

## SOLANO COMMUNITY COLLEGE DISTRICT

### MINUTES OF MEETINGS

1045

#### **POLICY:**

The Superintendent/President shall cause minutes to be taken of all meetings of the Board. The minutes shall record all actions taken by the Board. If requested, the minutes shall be made available in appropriate alternative formats so as to be accessible to persons with a ~~disabilities~~ *disability*.

Solano Community College District Governing Board meeting minutes shall include, but not be limited to, the following:

- a summary of agenda items that presents the basic essence of each presentation;
- the identity of all persons speaking before the Governing Board;
- all requests made by the Governing Board for follow-up at future Board meetings;
- A summary of all Board action(s) taken at the meeting.

*The minutes of the Board meeting will reflect Board members present.*

*The minutes shall indicate the time of arrival or departure of members once the Board is in session.*

*The minutes shall also include all resolutions and recommendations of the administration and pertinent information upon which action has been taken by the Board.*

*The minutes shall be public records and shall be available to the public.*

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

California Education Code Section 72121(a)  
California Government Code Section 54957.5

GF:pe:jm

**SOLANO COMMUNITY COLLEGE DISTRICT**

**MINUTES OF MEETINGS**

**1045**

BP1045                      Solano Community College District Governing Board

**ADOPTED:**                July 7, 1982

**REVISED:**                May 19, 1999; June 6, 2007; October 6, 2010

**SOLANO COMMUNITY COLLEGE DISTRICT**

**FLYING THE FLAG AT HALF-STAFF**

**1060**

**POLICY:** The United States Flag and the State of California Flag will be flown at half-staff in accordance with federal and state regulations.

*The Superintendent/President is authorized to encourage all members of the academic community to show respect and honor the flags of the United States of America and the State of California. He or she shall comply with orders to fly the flag at half-staff when called upon to do so by the President of the United States, the Governor of the State of California, or the Board of Trustees. The Superintendent/President, Governing Board President and Vice-President may approve a request to fly the flag at half-staff when they deem it appropriate.*

*By Resolution of the Board of Trustees, the flags of the United States, and the State of California can be flown at half-staff upon the death of public officials at all levels of government. When death of the public official to be so honored is verified, flags shall be flown at half-staff immediately. The flags shall remain at half-staff during each day they are normally flown until lowered at the end of the day on which the funeral is solemnized.*

*Finally, the honor and reverence accorded this solemn act should not be diminished by the display of the flag at half-staff on occasions of local tragedy wherein a County flag flown at half-staff would be more appropriate.*

**REFERENCES/  
AUTHORITY:** United States Code 9SC) Title 36, Chapter 10

GF:pe:jm The Flag Code Title 4, USC, Chapter 1

BP1060 Solano Community College District Governing Board

**ADOPTED:** May 19, 1999

**REVISED:** June 6, 2007; October 6, 2010

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

**TO:** MEMBERS OF THE GOVERNING BOARD

**SUBJECT:** RESOLUTION DESIGNATING CLASSIFIED SCHOOL  
EMPLOYEE WEEK AT SOLANO COMMUNITY  
COLLEGE DISTRICT, RESOLUTION NO. 13/14 - 21

**REQUESTED ACTION:** APPROVAL

**SUMMARY:**

In recognition of the valuable contributions made by members of the classified service to the educational achievements of Solano Community College District, the Governing Board hereby designates May 18-24, 2014, as Classified Employee Week.

<i>Government Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
<b>SUPERINTENDENT'S RECOMMENDATION:</b>	<input checked="" type="checkbox"/> APPROVAL <input type="checkbox"/> NOT REQUIRED	<input type="checkbox"/> DISAPPROVAL <input type="checkbox"/> TABLE
Bruce Petersen, Associate Vice President Human Resources		
<b>PRESENTER'S NAME</b>		
360 Campus Lane, Suite 201 Fairfield, CA 94534		
<b>ADDRESS</b>		
707 864-7263		
<b>TELEPHONE NUMBER</b>		
Administration		
<b>ORGANIZATION</b>		
March 21, 2014		
<b>DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT</b>		
	 JOWEL C. LAGUERRE, Ph.D. Superintendent-President	
	March 21, 2014	
	<b>DATE APPROVED BY SUPERINTENDENT-PRESIDENT</b>	

**SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD**

**RESOLUTION DESIGNATING CLASSIFIED SCHOOL EMPLOYEE WEEK**

**RESOLUTION NO. 13/14-21**

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

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

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

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

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

**THEREFORE, BE IT RESOLVED**, That the Solano Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Solano Community College District and declares the week of May 18-24, 2014, as Classified School Employee Week in the Solano Community College District.

**PASSED AND ADOPTED**, This 2<sup>nd</sup> day of April 2014, by the Governing Board of Solano Community College District of Solano County, California.

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PAM KEITH, BOARD PRESIDENT

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JOWEL C. LAGUERRE, Ph.D., SECRETARY

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD HOW DO WE RATE CHECKLIST  
SUMMARY – FIRST QUARTER 2014

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

In order for the Governing Board to focus on the institution’s major issues and questions of policy, the Board of Trustees is encouraged to delegate full responsibility and authority to the President to implement and administer Board policies and the operation of the College. The institutional leaders should likewise foster empowerment, innovation, and institutional excellence through dialogue that builds trust and increases focus on student learning and assessment of learning outcomes, institutional effectiveness, and integrity.

The Accreditation Leadership Adhoc Subcommittee will present for information the results of the first quarter “How Do We Rate Checklist” summary for January, February, and March 2014. This checklist is used as a tool in evaluating the progress of the Solano Community College District Governing Board in identifying the institution’s resolution of the Accreditation Team recommendations.

Government Code: Board Policy: 1016 Estimated Fiscal Impact: \$ N/A  
CEO GOALS 2013-2014 – #1 – Strengthen Accreditation Reports

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**

March 21, 2014

**DATE SUBMITTED TO**

**SUPERINTENDENT-PRESIDENT**



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

March 21, 2014

**DATE APPROVED BY**  
**SUPERINTENDENT-PRESIDENT**

Solano Community College District Governing Board  
*Board's Leadership: How Do We Rate Checklist*

Name (Optional) ELECTED OFFICIALS

Date April 2, 2014

**Please check the applicable boxes in Sections A and B.**

**Section A: Rated by:**       Trustee                                       CEO

**Section B: Quarter/Date Rated**

(October/November/December) January \_\_\_\_\_ April/May/June) \_\_\_\_\_  
 (January/February/March) April 2014 (July/August/September) \_\_\_\_\_

**INSTRUCTIONS:**

Use this checklist to check your perception of the Board's leadership this quarter. Be as objective as you can. You will receive this checklist in your Board packet each quarter. Please complete and submit it to the Board Secretary at the appropriate Board meeting. **NOTE:** "We" refers to 100% of the Board, e.g., 7 out of 7. If you are aware of one or more Board member/s not in compliance with their duties and/or responsibilities as a Board member, per the question asked, circle "No" as your answer.

**Section C: Circle your answer to each area question in the columns to the right.**

AREAS	QUESTIONS	ANSWERS	
1.	Have we created an environment in which the CEO has the power to lead the College?	Yes 4	No
2.	Have we delegated authority to the CEO to lead and administer?	Yes 4	No
3.	Are we keeping the CEO informed, adhering to the rule of "no surprises"?	Yes 4	No
4.	Are we honoring the CEO as the point of contact for the institution?	Yes 4	No
5.	Do we fully consider information and recommendations offered by the CEO?	Yes 4	No
6.	Are we supporting professional development for the CEO?	Yes 4	No
7.	Are we adhering to the standards of Board ethics?	Yes 4	No
8.	Are we ensuring that the CEO has the resources needed to do the job?	Yes 4	No
9.	Do we respect and support the CEO?	Yes 4	No
10.	Does the CEO always ask the Board to make major decisions with advance preparation?	Yes 4	No
11.	Do we alert the CEO and Board President about our concerns prior to going public with them?	Yes 4	No
12.	Do all Board members receive the same communications from the CEO?	Yes 4	No
13.	Do we make it a practice to share information and questions with other Board members and the CEO?	Yes 4	No

14.	Do we keep the CEO informed about our contacts in the community, discussions with legislators and other policymakers, calls from citizens or College staff, and any visits to the College as related to College business?	Yes 4	No
15.	Do we help the CEO in being effective by not making unnecessary demands on him or her?	Yes 4	No
16.	Do we provide guidance, support, dialogue, information, and feedback to our CEO?	Yes 4	No
17.	Do we rely on our CEO for leadership and have confidence in his or her recommendations?	Yes 4	No
18.	Is our time spent in governing, not managing, the institution?	Yes 4	No
19.	Is the Board sensitive to the concerns of students and employees while maintaining impartiality and support for the CEO?	Yes 4	No
20.	Do we honor the professionalism of College staff by allowing them to perform their duties?	Yes 4	No
21.	As trustees, do we monitor ourselves carefully to ensure that offering opinions to the CEO and staff is not construed as directions?	Yes 4	No
22.	When issues arise, do we question whether the decision or action we are about to take reinforce our policy role, or is it an administrative decision?	Yes 4	No
23.	Do the Board President and the CEO emphasize that individual Trustees' opinions are simply opinions and that the only legitimate direction to the CEO comes from the Board as a whole?	Yes 4	No
24.	Do we have a clear understanding as a Board of what responsibilities have been delegated to the CEO?	Yes 4	No
25.	Do we recognize that the Board (not a single Trustee) has the legal right to give direction to only one employee, the CEO?	Yes 4	No
26.	Have we done anything as a Board this quarter to foster trust? If your answer is "Yes", write on the flipside of this page what we did this quarter as a Board to foster trust.	Yes 3	No
27.	Do we acknowledge that the CEO directs the staff, not the Board?	Yes 4	No
28.	Are we willing to invest the time in planning meetings to ensure success? [generate items; develop criteria; apply criteria]	Yes 4	No
29.	Do we model the behaviors that the Board values? [consensus building? starting/finishing on time? moving the agenda forward?]	Yes 4	No
30.	Do the CEO, Board President and other Trustees have a cooperative relationship?	Yes 4	No
31.	Are we willing to invest the time to create an identity for our Board and a sense of teamwork?	Yes 4	No
32.	Does the Board work effectively to move deliberations and operations to the level of setting policy, goals, priorities, processes and frameworks, and monitor implementation?	Yes 4	No
33.	Do we provide fair, consistent, and constructive feedback to the CEO?	Yes 4	No

**Section D: Please compute your score below.**

A. Count "3" points for each "Yes" answer and "0" for each "No"  
 Number of "Yes" answers \_\_\_\_ x 3 points = \_\_\_\_\_ **TOTAL SCORE** \_\_\_\_\_

**B. Summary**

- i. What score did you give the Board? **0 Trustees Responded.**
- ii. What are our strong points this quarter? (List areas by the applicable number(s) in the first column): **0 Trustees Responded.**
- iii. Where do we need to improve? (List areas by the applicable number(s) in the first column.)

**One Trustee Responded: More information, copies of all PowerPoints.**

C. **Grade** your perception of the Board’s Leadership this quarter with this scale. **Check your grade.**

<input checked="" type="checkbox"/>	<b>Effective:</b> 90 or above	<input type="checkbox"/>	<b>Good:</b> 78 – 87
<input type="checkbox"/>	<b>Average:</b> 66 – 75	<input type="checkbox"/>	<b>Below Average:</b> Under 66

D. Has our Board been an effective leader this quarter? **1 Responded Yes** If not, what will it take to become one next quarter? (Write your response on the flipside of pages 1 and/or 2 of this document.)

SOLANO COMMUNITY COLLEGE DISTRICT  
GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board  
SUBJECT: FIRST READING - SOLANO COMMUNITY COLLEGE  
DISTRICT POLICIES, SERIES 1000 – PARTICIPATION IN  
LOCAL DECISION MAKING

**REQUESTED ACTION: INFORMATION**

**SUMMARY:**

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

This is a new policy that addresses participation in local decision making.

This proposed policy is being presented as an information item, and will be presented again at a later date for final approval and adoption.

- Policy No. 1077 – Series 1000 – Participation in Local decision Making

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

SUPERINTENDENT’S RECOMMENDATION:  APPROVAL  DISAPPROVAL  
 NOT REQUIRED  TABLE

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

PRESENTER’S NAME

360 Campus Lane, Suite 201  
Fairfield, CA 94534

ADDRESS

707 864-7112

TELEPHONE NUMBER

Administration  
ORGANIZATION

March 21, 2014

DATE SUBMITTED TO  
SUPERINTENDENT-PRESIDENT



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

March 21, 2014

DATE APPROVED BY  
SUPERINTENDENT-PRESIDENT

SOLANO COMMUNITY COLLEGE DISTRICT

PARTICIPATION IN LOCAL DECISION MAKING

1077

**POLICY:**

*The 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 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 (insert names of 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.*

~~*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.*~~

SOLANO COMMUNITY COLLEGE DISTRICT

PARTICIPATION IN LOCAL DECISION MAKING

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*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.*

**ADOPTED:**

NEW